

**SOUTH STREET SEAPORT  
MUSEUM**

**New York, New York**

**REQUEST FOR PROPOSAL CONSTRUCTION**

**MANAGEMENT / PROGRAM**

**MANAGEMENT SERVICES**

# REQUEST FOR CONSTRUCTION MANAGER PROPOSAL

**South Street Seaport Museum**  
**Project: SSSM- Hazard Mitigation Program**  
**December 12, 2017**  
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## **SECTION 1 – BACKGROUND**

In the autumn of 2012, Super Storm Sandy devastated many areas located in and around New York City and New Jersey. During the incident period October 27 through November 8, 2012, Hurricane Sandy caused rising flood waters and tidal surges from 10 to 12 feet, throughout lower Manhattan, New York. The storm surge caused 6 to 8 feet of flooding in the following areas occupied by the South Street Seaport Museum:

- 12 Fulton Street
- 165 John Street
- 167-171 John Street
- 211 Water Street
- 213-215 Water Street
- 14 Fulton Street
- Pier 16

Much of the buildings' core infrastructure was damaged or destroyed. Temporary repairs were made, but the bulk of the systems are still not operational. Water damage to the basement and first levels was extensive and has not been fully restored. Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 USC 5121, et seq), The Seaport Museum has received funding through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP), Department of Housing as well as a grant from the Lower Manhattan Development Corp. via the Department of Housing the Urban Development's (HUD) Community Development Block Grant program.

The Project contemplated under this Request for Proposals for Construction Manager Services (RFP) is funded in part by grants from both FEMA and HUD, and therefore, requires the full compliance will all applicable laws and regulations. SSSM will comply with all FEMA and HUD CDBG requirements. These same regulatory requirements will also be required of the Construction Manager (defined specifically herein below) as well as any sub-consultant /contractor procured by the Construction Manager (term defined in detail below).

Among other requirements, the resulting contract will be required to comply with by and subject to Section 428 of the Stafford Act; the Public Assistance Alternative Procedures Pilot Program Guide for Permanent Work (version 2), dated December 19, 2013; and, except where specifically waiver or modified by Section 428 of the Stafford Act, all other laws, regulations, policies, and guidance applicable to FEMA's Public Assistance Program.

The Construction Manager (CM) procured pursuant to this RFP will also be required to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment, training or contracting opportunities are generated by HUD-funded projects, preference is given to low and very low- income persons and businesses residing in the community where the Project is located. Section 3 Business Concerns are encouraged to submit a proposal. A bidder selected for this Project will be

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responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

The CM procured pursuant to this RFP (hereinafter the Construction Manager/CM) will also be required to comply with Section 110 of the Housing and Community Development Act of 1974 (Act), as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). Additional compliance requirements are described in detail throughout this RFP and referenced attachments.

South Street Seaport Museum(SSSM) (the Owner), is pleased to consider your firm (Construction Manager / CM) as a possible candidate to provide the services of a Construction Manager described more fully herein below and requests a fee proposal to provide the scope of services contemplated by this RFP.

The selected Construction Manager shall provide overall program management, technical consultation and direction of construction and procurement activities during the pre-construction, construction, and post-construction project close-out Phases. The Construction Manager, operating as a member of the Owner Team, will be responsible for procuring design and construction, managing grant compliance, scope control, cost control, review of design for potential value engineering opportunities, construction coordination scheduling, direction of all construction activities and other services as detailed under Section 2 herein.

The Team will consist of the SSSM Staff, The FEMA Consultant (Collaborative Communities Management Company "CCMC"), the Design Team (to be procured), the CM Staff and CM's subcontractors for construction trades.

In the team approach, each member of the team will exercise leadership in its own sphere of operations. In accordance with this principle, the CM shall be the lead team member for the oversight of the Project, manage the direction of the design & construction effort, and provide coordination of all team members so they will provide their necessary services in a complete and timely manner.

## **SECTION 2 – SCOPE OF SERVICES**

The Scope of Services includes the oversight of the design and construction work associated with the Project (Work). Ultimately, the Project funded in part with HUD CDBG and FEMA funds proposes to upgrade the architectural, mechanical, electrical, vertical transportation and life safety systems of the both the Museum Block and Schermerhorn Row spaces in the SSSM in order to mitigate against flood risk, which includes flood waters from rain/precipitation events and from coastal flooding and storm surge/inundation.

The firm awarded a Contract pursuant to this RFP shall be deemed the Construction Manager (Construction Manager or CM) for the Project.

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The entire Scope of Services is set forth below and detailed separately only for convenience of interested respondents' review, but each phase is part of the one Contract to be awarded pursuant to this RFP and only one fee (as set forth in Section 3.1) shall be associated with all scopes of services detailed herein below.

A) **Preconstruction Phase:**

1. **Procurement of the Design Team**

The CM shall assist the SSSM in procuring a design team. The Design team contracts will be held directly by the SSSM not the CM.

2. **Award of Design Contracts**

Construction Manager shall conduct, with SSSM, pre-bid conferences to inform prospective design consultants of all requirements, including all applicable federal regulatory requirements, and answer any and all questions concerning those requirements set forth herein which could be applicable to contracts issued related to the project.

Each design contract awarded by SSSM shall be a separate agreement awarded on the basis of competitive bids or other allowable procurement method under 2 CFR 200.318-200.326. The relationship of Construction Manager to the design team is not a contractual one other than the required cooperation and collaboration as described in the contract. The Construction Manager will only be responsible in managing the procurement process.

Prior to the advertisement for any contemplated design consultant, the Construction Manager will be required to provide the Owner with a copy of the proposed procurement documentation and all information related thereto as requested by the Owner. In order to ensure compliance with 2 CFR 200.318-200.326.

In a manner consistent with the procurement requirements set forth under 2 CFR 200.318-200.326 and after the receipt of prior written approval from Owner, Construction Manager shall obtain bids for each design consultant contract from the public bid process so as to obtain the most reasonable price for acceptable work.

Upon completion of the design consultant bid process the CM shall submit an award recommendation letter to the SSSM for each consultant in a manner acceptable to the SSSM.

3. **Preparation of Construction Estimates-**

Based upon the "100% Construction Documents, Plans and Specifications, the Construction Manager shall provide accurate analysis of the cost of all systems and construction contemplated for the project. The Construction Manager shall prepare a preliminary estimate of the cost of the Work and all required materials

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and final cost estimates for the following activities:

- Early Procurement for Long Lead items,
- Make Ready Activities to prepare the site, as may be required.
- Post Construction Utility swing over of all sub-systems.
- Identify any “out of sequence” construction work which may be required in order to maintain the schedule.

#### 4. **Site / Job Site Logistics-**

Construction Manager shall review the specifications to insure that they provide for all temporary facilities necessary for contractors to perform their work and for all of the job site facilities (including Construction Manager and subcontractor employee parking) necessary for management, supervision and inspection of construction.

**The Construction Manager shall prepare Logistics Plans for each phase** that indicate temporary facilities site access, barriers and other provisions related to life safety and job-site security. Occupancy of adjacent tenants and uses must be considered to maintain normal museum operations. It is essential that Parking, Material Delivery Routes, site egress and entry routes shall be considered. **This is a requirement of the RFP response package and shall be a consideration in the selection of the CM for this project.**

#### 5. **Review of Plans and Specifications-**

Construction Manager shall review all plans and specifications, foundations, systems and materials selected, the availability of labor, time requirements for procurement and installation, construction and relative costs of materials, and shall provide recommendations for economies as appropriate.

#### 6. **Value Engineering**—From time to time, the CM will be asked to provide cost estimates and alternatives for mechanical and electrical systems, equipment, construction methods and material.

#### 7. **Technical Consultation-** Construction Manager shall participate with the SSSM staff and the Design Team in preparation for the procurement of long-lead-time equipment and materials. Construction Manager shall issue requests for proposals to qualified sources, receive such proposals and, assist in the evaluation. The Construction Manager shall formally advertise requests for procurement, if required, by assembling the required Contract Documents and issuing Invitations to Bid and shall be prepared to award these several contracts immediately upon Notice to Proceed with the Construction Phase as contemplated by Part B of this RFP.

Construction Manager’s technical consultation to SSSM Staff, the Architect or other professional consultants shall not abrogate the responsibility (ies) of those consultants. Construction Manager may make recommendations based upon the cost of a particular design or material selection; however, if such recommendations are accepted by the Owner and Architect for incorporation into the Project design, their suitability with regard to structural stability and life safety shall be the responsibility of the Design Team.

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8. **Long-Lead Procurement**- Due to the compressed timeline of the Construction Schedule, Construction Manager shall identify, recommend for purchase and expedite the procurement of equipment, materials and supplies which require long lead time to fabricate and ship to the site. As set forth in the CDBG – DR Rider attached hereto as Appendix A, all procurements for this Project must be in accordance with the federal regulations set forth at 2 CFR 200.318-326.
9. **Assembly of Bid Packages**- CM shall assemble the bidding documents into appropriate bidding packages. The number of separate bid packages or contracts shall be the determination of the Construction Manager in concert with SSSM Staff and the Architect/Engineer.
10. **Preparation of the Bids**- As set forth in the CDBG – DR Rider attached hereto as Appendix A, all procurements for this Project must be in accordance with the federal regulations set forth at 2 CFR 200.318-326. The CM shall be responsible for ensuring open and fair competition in compliance with all local, state and federal laws and regulations. The utilization of prequalified bidder's lists is allowable under 2 CFR 200.319(d) in some circumstances. If deemed allowable for this Project by the Owner, then the Construction Manager shall be responsible for the preparation of the subcontractor, materialmen and trades bidders' list with the input and advance approval from the Owner for the various bid packages. The Construction Manager must have intimate knowledge of the available work force in the locality of the project and the experience to analyze the subcontracting firms that may have the ability, as well as an interest, in bidding the work. In advance of bid package issuance, the Construction Manager shall submit a detail of the proposed subcontractor procurement process and a list of potential bidders to SSSM and its counsel to obtain written approval that the procurement process to be used and the identified bidders (if process deemed acceptable) are acceptable. The SSSM shall approve any and all firms responding to this RFP as being in compliance with their regulations.
11. **Pre-Bid Conference** - The Construction Manager shall be responsible for arranging pre-bid sub-contractor and trade conferences that include the Owner for the purpose of informing prospective bidders of special conditions including compliance with all applicable federal requirements, schedule and safety requirements of proposed work.
12. **Bid Receipt, Review, and Evaluation** - The Construction Manager shall receive sealed bids and, schedule formal bid openings in concert with Architect/Engineer, Owner, and other designees of the Owner, review and evaluate them. In all cases, the bid opening for each trade will occur with SSSM staff in attendance to conform with regulations and approved SSSM Procurement Practices. Following bid opening: The Construction Manager shall level the bids to insure completeness and prepare recommendations for award. The Owner must approve all awards of contracts via formal Award Letters.

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13. **Construction Schedule** – The Construction Manager shall review, evaluate and refine the preliminary construction schedule in order to confirm the Owner’s Master Project Schedule issued with this bid package. **The Construction Manager shall prepare a milestone design and construction schedule and submit as part of their bid package. As set forth in Section 6, Evaluation Criteria, this will be a factor in the selection of the Construction Manager.**

## B) **PART B - Construction Phase:**

### 1. **General**

The Construction Manager shall coordinate the project to develop an orderly, controlled construction effort in the agreed time frame. To discharge his responsibilities, the Construction Manager shall have a strong capability in engineering, budgeting, cost estimating, scheduling, purchasing, quality control, management, and labor relations. In addition, the firm shall have a record of successful performance in furnishing the specialized services required in the management of constructing projects in a museum campus setting. The form of agreement will be provided as a modified AIA 133 Standard Form of Agreement between Owner and Construction Manager prior to issuance of contract. Construction Manager shall be required to maintain records in the form, substance and process as required by the administering agencies of the HUD CDBG-DR and FEMA funds supporting the Project.

### 2. **Management Control System**

Construction Manager shall implement a management control system (MCS) during construction of the Project for use in achieving the objectives of the Project in a timely, economical and acceptable manner. To this end, the MCS shall facilitate planning, organizing, scheduling, budgeting, reporting of construction progress, accounting, identifying variances and problems and making decisions at all levels. Construction Manager shall provide the services, facilities, equipment and staff necessary to implement the MCS. The MCS may be provided through a web-based project management system approved by SSSM and the Disaster Response Consultant.

Using the MCS, Construction Manager shall provide, over the course of this Agreement, the following for the review and approval of Owner:

- a. A final construction phasing plan.
- b. A final construction schedule that integrates the various contractors’ commitments into one complete and realistic schedule.
- c. An occupancy schedule prepared in conjunction with SSSM and the Architectural Design Team.

Upon initiation of Part B Services (the Construction Phase), Construction Manager shall use the MCS during construction to:

- a. Periodically (at minimum of monthly basis) tabulate the cost of proposed changes in the Work, compare this current working estimate with the approved budget and identify possible Project cost overruns (savings). Any

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change in the Work must be according to the federal regulatory requirements for this Project pertaining to such changes in Work or change orders. Any records or estimates pertaining to changes in the Work for the Project must be maintained in the form and substance as required under the HUD CDBG-DR and FEMA regulations.

- b. The proposed change tabulation must be flexible to allow for customization at SSSM request and must include the ability to provide aging reports (dunning reports).
        - c. Provide documentation of all changes made in the schedule and budget so that complete accountability between the original and the current approved schedule and budget is maintained.
        - d. The MCS, when fully implemented, shall provide reports necessary for effective control of the overall construction program. Reports shall be provided to the levels of management in detail consistent with their requirements and responsibilities.
        - e. Preparation of the Guaranteed Maximum Price (GMP).
3. Oversee work for strict alignment with scope as defined in the FEMA Project Worksheet (PW). If deviations are needed then work with Owner and FEMA consultant to execute a Version. This includes scope modifications that fall under FEMA Improved or Alternate Projects.
4. **Accounting Records**

Complete financial and cost accounting records shall be maintained for all costs applied to the project in the specific form designated as required by either the City or as designated by any designee of SSSM by scope of work and funding source. All resources and time will be broken out and tracked by funding source (FEMA, HUD, or other) and sub-project for the duration of the overall project. It will be critical to monitor all invoices and requisitions for a sufficient level of detail to satisfy FEMA reviews. The Construction Manager shall be responsible for maintaining such records in the required form and consistent with any applicable local, state or federal regulatory requirements. The Construction Manager shall make available all documents related to the Project including but not limited to contracts, financial records, books, documents, and records necessary to verify the nature and extent of the costs of the execution of the contract to the City, HUD, FEMA, the Comptroller General of the United States, the Secretary of Health and Human Services or any of their authorized representatives at any time and during normal business hours as often as deemed necessary, to audit, examine, and make excerpts or transcripts of relevant data. Such inspection shall be available up to six years after completion of the contract. If the Construction Manager carries out the duties of their contract through a subcontract with a value of \$10,000 or more over a 12-month period, the Construction Manager agrees to

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include this requirement in any such subcontract.

## 5. **Construction Manager Candidate's Organization**

a) Organizational Chart. The CM Candidate shall provide to Owner an organizational chart of his organization, including lines of authority required to complete the Project. A list of key personnel to be used on this Project shall be approved by Owner and shall be attached to CM Candidate's response to this RFP as Exhibit "A." No substitution of any key personnel shall be made by the procured Construction Manager without the prior written consent of Owner. A request for substitution shall include a detailed justification of the change and the qualifications of any proposed replacement.

b) Performance of Project services. The services called for in this RFP shall be performed by Construction Manager's own staff, unless otherwise authorized in writing by Owner. Owner's approval of the use of services of any person or firm by Construction Manager shall not be construed as constituting an agreement between Owner and any such person or firm. Construction Manager shall perform all services set forth under the scope of this RFP in a competent and efficient manner. Owner may require Construction Manager to remove from the Project any employee Owner deems incompetent, careless or otherwise objectionable and to replace any such employees with suitable personnel.

c) Operational Manual. Construction Manager shall prepare and distribute a field operation manual to facilitate the administration of any contract entered into from this RFP. The manual shall include the following data:

- Directory of Personnel
- Correspondence Format
- Report and Record Forms
- Inspection Procedures
- Shop Drawing Submission Identification Log
- Shop Drawing Submission Procedures
- Testing Laboratories Procedures
- Contract Change Procedures and Change Order
- Extension of Time Procedures
- Progress Payment Forms and Procedures
- Final Acceptance Procedures
- Additional Instructions
- Request for Information Format & Log
- Safety Procedures
- Conflicts of Interest
- Quality Control Procedures
- Labor Harmony Procedures
- M/WBE Utilization Plan and Procedures
- Instructions to Contractors on Scope Separation

d) Pre-construction Conferences. Construction Manager shall conduct pre-construction conferences with successful bidders and shall schedule and conduct regular (at minimum of weekly) Project progress meetings to be attended by the

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trade contractors and representatives of Owner and Architect to discuss procedures, progress, problems, schedule and equal employment opportunity. Construction Manager shall prepare and distribute minutes of such meetings to those in attendance.

e) **Cost Estimates and Changes to Cost Estimates.** Construction Manager shall review and refine construction cost estimates as construction proceeds to incorporate approved changes in the Project in the Cost of the Work. Construction Manager shall advise Owner (or his representative) and Architect whenever construction costs differ from the costs set forth in the itemized Guaranteed Maximum Price.

(i) **Change Orders.** Determination of eligibility for Federal funding will be required for each Change Order Request. The contractor may work with the owner, designer, and the City to determine eligibility. Change Order Requests shall be formatted as follows:

a. If contract covers work at multiple facilities and/or sites, Change Order Requests shall identify the facility and/or site to which they apply.

b. In addition, Change Order Requests shall identify the component scope to which the change applies.

f) Construction Manager shall establish and implement procedures for identifying all required shop drawings, catalogues and samples and for expediting the processing and approval of these shop drawings, catalogues and samples and the scheduling of materials.

## 6. **Award of Trade Contracts**

Construction Manager shall conduct, with SSSM, and Architect, pre-bid conferences to inform prospective bidders of all requirements, including all applicable federal regulatory requirements, and answer any and all questions concerning those requirements set forth herein which could be applicable to subcontracts issued related to the Project.

Each trade contract awarded by Construction Manager shall be a separate Agreement awarded on the basis of competitive bids or other allowable procurement method under 2 CFR 200.318-200.326. The relationship of Construction Manager to the trade contractor is the same as that of a general contractor to a subcontractor.

Prior to the advertisement for any contemplated trade contract, the Construction Manager will be required to provide Owner with a copy of the proposed procurement process for such trade contract and all information related thereto as requested by the Owner. In order to ensure compliance with 2 CFR 200.318-200.326, Construction Manager must receive the prior written approval from the Owner for any award of trade contract.

In a manner consistent with the procurement requirements set forth under 2 CFR 200.318-200.326 and after the receipt of prior written approval from Owner,

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Construction Manager shall obtain bids for each trade contract from an appropriate number of qualified bidders so as to obtain the most reasonable price for acceptable work.

If the low bid for any bid package exceeds Construction Manager's budget line item price, one of the following procedures, with Owner's approval, shall be followed:

- a. Construction Manager may reject all bids and issue a revised invitation to bid, prepared by the Architect.
- b. Construction Manager may negotiate with the low bidder to reduce the price of the bid package to a cost not exceeding the budget line item price.
- c. Construction Manager may perform the Work himself/herself on a Cost of the Work, Not-to-Exceed basis with the amount of the budget line item as the Not-to-Exceed Cost.
- d. Construction Manager may recommend award of a contract to the low bidder for a price exceeding the budget line item.

Owner shall provide to Construction Manager a standard Subcontract Agreement or Trade Contractor Agreement to be used for all such subcontracts related to the Project. Such agreements shall include all necessary local and federal program requirements; thus, Construction Manager shall not deviate from this form unless directed to do so by Owner or unless the prior written consent of Owner and the City has been received by Construction Manager.

Owner or his designated representative shall be responsible for approving awards of all trade contracts after evaluation of bids and recommendation by Construction Manager and Architect.

***Following the above process, the bid package together with the bid levelling sheet and award recommendation letter will be submitted by the Owner's Representative to the FEMA and/or Other Agencies for approval. Regular meetings will be scheduled with the Grantors for this purpose.***

After approval is granted, Construction Manager shall award the separate contracts as required to provide all labor and materials for construction of the Project, including those parts of the Work which have been bid under Part A of the Agreement, and shall file a copy of each Agreement with Owner, prior to the commencement of that portion of the Work.

## **7. Construction Project Closeout**

Each site constitutes a "Project" so there will be multiple projects to close-out. Construction Manager shall identify all items of Work to be completed or corrected to conform to the Contract Documents ("Punch List") at the time of substantial completion of each phase of the Work.

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Construction Manager shall determine, with concurrence of Owner, the amount of payment to be withheld from each trade contractor until Final Completion of each phase of the Work. The standard retainage is 10%, and method for reduction as project progresses will be reviewed on a trade by trade basis.

Construction Manager shall secure the consent of his surety and those of his trade contractors for a reduction in retainage or the remittance of Final Payment(s).

Construction Manager shall transmit to SSSM all warranties, affidavits, receipts, releases, waivers or bonds indemnifying Owner against liens.

Construction Manager shall consult with and make recommendations to Owner in connection with the inadequate performance of materials, systems and equipment during the warranty period; shall assist Owner in the inspection of the Work prior to the expiration of the warranty period to ascertain the adequacy of the performance of materials, systems and equipment; shall document defects or deficiencies discovered by Owner during the warranty period; and shall prepare instructions for the correction of noted defects.

Construction Manager shall be responsible for maintaining project record drawings. At the appropriate time, near the end of the project, Construction Manager shall forward to Architect copies of the record drawings. The design team will transfer the as-built changes, comments, revisions, etc. that occurred during construction, to electronic media. After this drafting service is complete, the design team will send to Construction Manager revised updated documents. After careful review with Construction Manager and major subcontractors, and request for additional modifications or corrections by the design team, Construction Manager shall certify the revised drawings representative of the as-built conditions for the job. The as-built process once started should be completed in 60 days.

Post-Construction: organization of grant documentation and compliance final check for grant close-out/audit preparation.

## **SECTION 3 – CONSTRUCTION MANAGER FIXED FEE STRUCTURE**

It is the Owner's intent to enter into one agreement (but such agreement may consist of multiple parts) for services required during both the mobilization and construction phases with the successful Respondent. The agreement shall consist of the following documents, all of which shall be provided as Appendices (as detailed below) prior to issuance of contract, at which time the documents shall be fully incorporated herein by reference and shall be executed upon agreement between Owner and CM as to the terms and conditions contained in each document:

1. AIA 133 Owner-CM Agreement
2. Amendment to the AIA 133 (Guaranteed Maximum Price) plus the AIA A-201 General Conditions
3. SSSM Supplementary General Conditions (dated 10-23-2017)

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## **Section 3.1 Construction Manager Fixed Fee**

For purposes of this proposal, the Owner will consider one fee for the CM's entire services related to the Work:

A lump sum, fixed fee for all services rendered during the pre-construction, construction and post construction phases. A respondent must submit one proposed fixed fee to Owner for consideration with its proposal. The CM fee submitted with the bidder's RFP submission will not be allowed to be changed after submittal and that fee will be considered fixed at the time the CM fee is submitted with the RFP submission. Once submitted with the RFP submission and agreed upon between the Owner and the Construction Manager, the CM fee shall not be adjusted in any way.

*Respondents are **prohibited** from using the "cost plus a percentage of cost" and "percentage of construction cost" methods of calculating and proposing the Construction Manager's Fee for services to be proposed pursuant to this RFP.*

The Construction Manager's fee for services shall include the following items (The following items are not reimbursable as General Conditions as part of the GMP which is separate and distinct from the Construction Manager's Fixed Fee.):

1. Compensation to officers or principals, services of the management staff above the level of Project Manager, salaries of home office personnel (including, but not limited to, accounting, purchasing, estimating, and cost control departments), and related income taxes, payroll taxes, insurance, and pensions;
2. Profit, overhead, and cost of project related home office facilities expenses;
3. Recruitment costs for home office job site personnel; and,
4. Professional fees for consultation, legal, labor relations, accounting, and bookkeeping expenses.

## **3.2 Preparation and Acceptance of Guaranteed Maximum Price**

After award and 100% Design the Construction Manager shall prepare one itemized Guaranteed Maximum Price (GMP) for the Project, clearly summarizing the cost of each component of the Work as it will be packaged and bid and the amount of contingency funds.

The GMP shall be the sum of:

- a. The estimate of the cost of reimbursable expenses (General Conditions – see additional details related to allowable expenses as General Conditions in 3.2.1 below.); and,
- b. The estimate of the Cost of the Work to be performed and the materials to be purchased, including the cost of any permits, fees, taxes, patents, copyrights, royalties and performance and payment bonds, to construct the Project.
- c. Construction Manager's Fixed Fee (*See Section 3.1 above for method by which CM fixed fee must be provided.*)

*\*\*The Construction Manager's Fixed Fee referenced in this Section 3.2 is the same CM fee referenced in Section 3.1 of this RFP and NOT a*

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*second fee available to the CM Candidate. Only one CM fixed fee for all services provided is available to the CM and the same shall be fixed for the duration of the contract as set forth in Section 3.1 above. The Construction Manager's Fixed Fee is included here as one component of the entire GMP, but is not intended to contemplate an additional fee available under this contract.*

## **Acceptance of Guaranteed Maximum Price**

The Construction Manager shall perform all of the services as set forth in the Scope of Services above (for both the preconstruction phase, construction phase and the post construction phase) and shall perform both pursuant to the Construction Manager's Agreement after Guaranteed Maximum Price is accepted by Owner.

### **3.2.1 General Conditions Estimate:**

General Conditions shall be estimated based upon the construction schedule and the following list of items to be reimbursed as General Conditions costs.

1. Salaries of Construction Manager's personnel when stationed at the Field Office in whatever capacity employed and the portion of salaries of other personnel when engaged at shops or on the road in expediting the production or transportation of materials or equipment, provided the use of such personnel and the wage rate of such personnel have received the prior written approval of Owner. Cost of contributions, assessments or taxes for such items as unemployment compensation and F.I.C.A., insofar as such costs are based on wages, salaries or other remuneration paid to employees of Construction Manager included in the Cost of the Work.
2. The cost of repairs and preventive maintenance to any leased equipment or Construction-Manager-owned equipment.
3. The proportion of reasonable transportation, traveling and hotel expenses of Construction Manager or of his officers or employees incurred in the discharge of duties connected with the Work, provided the incurrence of such expenses has received the prior written consent of Owner.
4. Temporary heat, water, electricity, telephone and toilets.
5. Temporary construction barriers.
6. Temporary fence, sidewalk, bridges, roadways and elevators.
7. Final cleaning.
8. Field office and its related costs, equipment and furnishings.
9. Safety barricades, construction signs and watchmen.
10. Messenger service.

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11. First aid station.
12. Cost of premiums for all bonds and insurance which Construction Manager is required by this Agreement to purchase and maintain.
13. Fees for building and similar permits required for the performance of the Work.
14. Minor expenses such as telegrams, long distance phone calls, telephone service at site, expressage and similar petty cash items in connection with the Work.
15. Cost of removal of all debris.

**Costs not included:** (include, but are not limited to the following:

1. The cost of any item not specifically and expressly included in the items in Costs to be reimbursed in Section 2.2.1(a) of the amended A133-2009.
2. Incentive compensation, bonuses or other benefits over and above the normal wages to be reimbursed.
3. Non-conforming work or the repair or correction of non-conforming work.

## **SECTION 4 - DESCRIPTION OF PROJECT/PROGRAM**

South Street Seaport Museum (SSSM) – Hazard Mitigation Program

### **Scope of Work - FEMA Funds:**

Restore core systems and infrastructure including safe access, climate control, and electrical systems to Schermerhorn Row and position the infrastructure to support future phases of capital plan including renovation of Schermerhorn Row residences into commercial office space and John Street lot new building. Renovate 207-215 Water Street as a new educational and community resource, including letterpress, maritime crafts, and other activities.

Below is a list of the core infrastructure pre-Sandy. This is not necessarily the scope of repair/replacement but is provided to give an overall picture of the size and capacity of the existing systems that will need to be upgraded and made resilient to future storms.

#### Electrical Service

1200A 208Y/120V 3 phase service distribution panels in basement.

Service End Box

CT Metering Cabinet

1200A Service Rated Disconnect

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600A Disconnect (Fluid Coolers & Pump Disconnects CT3; 1st Floor Chillers & Lighting)  
400A Disconnect (A/C Units 3rd & 4th Floor)  
400A Disconnect (Panel PMH-6, 3rd and 4th Floor Lighting & Outlets)  
Subpanel - LP-B Sect#1 Panel  
Subpanel - LP-B Sect#2 Panel  
Subpanel - PMH-5  
Subpanel - PMH-4  
1200A Service Conductor: 4 Sets (4-350 MCM, 1-3/0 GND, 3-1/2" C)

Fire Alarm system in the basement and all attached devices, including:

1 Notifier Fire Alarm control Panel with purge capacity  
1 Fire Alarm remote annunciator  
2 Manual pull stations  
5 Horn Strobe units  
22 Area smoke detectors-basement, elevator, lobbies  
1 smoke beam detector  
9 control relays - for fan shutdown, escalator, pump run and fail  
2 water-flow switches  
7 tamper switches  
19 monitor modules - for water-flow, tamper switches, manuals and pump  
  
1 weatherproof bell  
1 central station connection  
1 fuse disconnect switch  
1 necessary pipe and wire for proper system installation

Fire alarm system extension:

1 Notifier Fire Alarm Control LCM Module  
1 Notifier LCM Module for Control Panel  
2 Fire Alarm Remote Annunciator  
49 Area Smoke Detectors – building floors and elevator lobbies  
4 Duct Smoke Detectors with Housings, Sampling Tubes and LED's (Base on 2 HVAC Units)  
4 Relay Modules for Duct Smoke Detectors  
3 Control Relays for Fan Shutdown (2 HVAC Units) and Elevator Recall  
18 Manual Pull Stations for all exit stairways and exit doors  
29 Horn Strobes Units  
12 Strobe Light Units  
5 FCPS Power Supply and Sync Panel

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## Power Back-up System

System was damaged, it had serviced existing lighting with an AT Lite Battery Inverter consisting of three triple layered battery cabinets, an AT Lite Inverter cabinet, and a 200A service disconnect.

## Back "Service" Elevator

Elevator equipment in existing machine room, elevator sump, shaft way & plunger. This is a 5000# capacity hydraulic elevator with 3 front openings and 5 rear openings, and standard cab interior, 6'-6" x 9'-0". Includes fuse disconnect (208V, 3Phase, 200A frame), one 20A 120V,

1 Phase circuit for the elevator lighting and one 20A 120V, 1 Phase circuit convenience power in the elevator pit (GFCI). A communication line to the elevator machine room was also damaged.

## Front "Passenger" Elevator

Elevator equipment in existing machine room damaged, elevator, shaft way and plunger. Existing elevator capacity 2100# hydraulic elevator with 5 front openings, and standard cab interior, 4'-3" x 5'-8". Fused disconnect (208V, 3Phase, 200A frame) in the elevator machine room. One 20A 120V, 1 Phase circuit for the elevator lighting and one 20A 120V, 1 Phase circuit convenience power in the elevator pit (GFCI). The communication line to the elevator machine room was also damaged

## Escalators

Two (2) Escalators and wiring were damaged. Current escalators are Thyssen Krupp "Velino" models type FT 823, 24" wide steps. The rise is 18'-7" at 30 degrees. The speed is 100 fpm. Wiring and conduit was damaged, electrical connect consisting of electrical equipment, such as motors, limit switches, control boards were damaged. The elevator service was damaged, which was 60A of service, which is 3#6 conductors, 1#10, 1-1/4" Conduit.

## Wheelchair Lift

The Wheelchair lift, its components, wiring, controls, and circuit were all damaged. The service was a 2#12AWG, 1#12GND, in a 3/4" conduit. This was all submerged.

## Heating/Dehumidification/Climate Control System

System was damaged by flood-waters Items include:

60 LF 2" high pressure steam piping

Meter inlet control valves

(3) Pneumatic Pressure Reducing valves/stations

(1) Pneumatic control compressor and air filter/dryer

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- 100 LF 4" Low Pressure distribution piping
- 200 LF 2" Low Pressure distribution piping
- Steam to hot water heat exchanger 8" x 48"
- Isolation valves
- Thermometer
- Gauges
- (8) 2" gate zone
- (4) 4" shutoff valves
- 6 LF steam drip leg traps and associated condensate piping
- Simplex steam condensate pump

**In addition to the above all the items on the attached FEMA Project worksheet (PW) are potential scope and may be included in the work based on available budget .**

## **Scope of Work – LMDC / HUD funds:**

In October 2012, SSSM endured a catastrophic hit from Superstorm Sandy. The storm surge flooded the basement of Schermerhorn Row and Water Street destroying the mechanical systems housed there - including electric, telephone, data, heating, cooling, power, fire safety and vertical transportation systems. Flooding in Water Street caused damage not only to mechanicals, but also to the walls and floors of the publicly-accessible ground floor spaces of these historic buildings. Their repairs and renovations are crucial to SSSM's ability to carry out our mission.

SSSM is requesting funds from LMDC to assist with the continued restoration of the five-story historic building 213-215 Water Street, and the restoration of Information Technology systems throughout the Museum's Campus. This capital project proposes to create a permanent exhibition space and to upgrade two other storefronts for letter press businesses utilizing 19th century presses and historic type that are part of the Museum's collections. As businesses they will generate earned income to support the Museum's exhibitions and help us integrate these spaces into Museum programming, as well as provide a welcoming presence for visitors at the entrance to the Seaport District. The restoration of IT would restore the Museum's physical and functional infrastructure.

The Museum has identified the historic buildings on 213-215 Water Street for further development because of their great location and the quality of the buildings. The Economic Development Corporation did temporary work on the electric and heating systems and the Museum was able to do preliminary work in the spaces so that 207-211 Water Street could be occupied. Additional work needs to be done to restore these spaces to full operations, and a full renovation is needed for 213-15 Water Street, which would be returned to prior exhibition and new program space with LMDC funding. A new elevator would be essential for the functionality of this property. Accomplishing this work will integrate these properties more fully into the Museum operations and provide additional floors of educational program space. We have an existing staffing plan for the uses for these locations that have been regularly funded by the Museum. The gallery space at 213-215 Water Street will change from its most recent use as a retail store. Because we anticipate using this space on an interim basis for exhibitions, security will have to be provided.

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## Scope of Work – Potential/ Additional/Alternate work

At the sole discretion of the Museum there may be additional scope items added or deleted from project. These items will result in a contract change based on the staff rates and multipliers provide in this proposal.

The proposed Project schedule is as follows:

Street Seaport Museum FEMA & LMDC Scope Milestone Schedule			
Task	Duration	Start	End
RFP for Construction Manager	(4weeks)	1-Jan-18	31-Jan-18
Construction Manager Bid Review & Follow up Interviews	(2 weeks)	1-Feb-18	15-Feb-18
Award of and Execution of Contract	(2 Week)	16-Feb-18	2-Mar-18
Design Procurement	(4weeks)	3-Mar-18	2-Apr-18
Design Phase	(6 Months)	3-Apr-18	30-Sep-18
Construction Phase	(12 months)	1-Oct-18	1-Oct-19
Post Construction Phase	(6 months)	2-Oct-19	30-Mar-20

The total anticipated duration of the contract is 26 months.

The SSSM at its sole discretion may extend the duration of the contract for other scope items from the attached FEMA PW and or other Capital improvements as needed for a total duration of not to exceed 60 Months.

## **SECTION 5 – PRE-BID CONFERENCE and SUBMISSION REQUIREMENTS**

### **Pre-Bid Conference**

All respondents, potential subcontractors and others having interest are invited to attend a pre-bid conference to be held DATE: January 17<sup>th</sup> at 4:00 PM at the Main Entrance, First Floor, located at the SSSM at 12 Fulton Street, NY, NY 10038 The pre-bid conference shall be followed by a site inspection tour.

For additional information, contact-Jack Dobson at 212 748-8632 or [jdobson@seany.org](mailto:jdobson@seany.org).

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## Submission Requirements

All Respondents must provide the following information regarding your firm. This can be done in letter format; no need for extensive detail as follow up will be conducted during the interview process. The information should be formatted to include the following Tabbed sections of the proposal. Any question not answered could be grounds for disqualification:

### TAB A - Company Introduction, Information and Qualifications

- a. Company name and address. Include address of office to perform work and include Name of Parent Company (if any).
- b. Name, title and telephone number of principal contact
- c. Year the firm was founded.
- d. Number of years in business as a construction manager.
- e. Specify type of ownership
- f. Dollar volume of business per year.
- g. Number of people employed, broken down by job title.
- h. Percentage of work negotiated versus competitively bid.
- i. Trades and type of work capable of performing in-house.
- j. List of Architectural and Museum Owner references; minimum 5 of each.
- k. Name of bonding company and name and address of agent. Current bonding rating, capacity, and reserve available to bond proposed project. (Attach letter from bonding company stating same.)
- l. Identify insurance carrier and method of delivery
- m. List and describe current status of any pending litigation or arbitration.
- n. State whether your firm has been debarred or sanctioned for any reason or excluded from receiving payments, or participating in any local, state, or federal government programs.
- o. Identify any settlements, arbitration awards, court judgments, or jury awards that have occurred in the last five years, as well as any pending legal actions.
- p. Any additional information as requested by the SSSM necessary to determine full compliance with applicable regulations and/or requirements (i.e. debarment, suspension, other responsibility matters and lobbying).
  1. \*\* Prior to evaluation, the SSSM shall approve any and all firms responding to this RFP as being in compliance with regulations.
- q. Provide brief summary or SAMPLE of the following over the past five (5) years:
  1. Construction Management- volume of business
  2. Lump Sum / Negotiated Fee contracts volume of business provide number and size (in dollar volume) of projects currently under contract. Provide status (pre-construction or construction) and schedule (start and completion dates). Provide assurance that your firm has the ability to undertake a project of this size.

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- a. List should include:
  - All Construction Manager (CM) contracts
  - All General Contractor (GC) projects
  - Construction Manager Museum projects
- b. List any project experience in the same proposed geographic location and list any specific areas of knowledge or concern relating to this project.
- c. List any projects funded with federal funds, specifically CDBG or FEMA funds.
- d. Specifically list all cultural / Museum projects in excess of \$10,000,000.00 that you have completed in the last five years.

Include if available:

- Architect/ engineer
- Square footage
- Original GMP / lump sum contract amount
- Final GMP / lump sum contract amount (after change orders)
- Original contract schedule duration
- Final schedule duration
- Facility/ location
- Project description
- CM (GMP) or GC (lump sum)

## **TAB B – Project Approach**

- a. Include your method of the construction management process including cost control and cost estimating.
  - a. On-going Value Engineering.
  - b. Cost Controls during Construction.
- b. Describe how hidden conditions (utilities, soil conditions, hazardous materials, etc.) are funded during the course of construction.
- c. Explain philosophy and methodology of quality control management.
- d. Elaborate on process for and methodology of the submittal process, necessity of submittal schedule, RFI's, coordination documents, logs and extra cost submittals.
- e. What type of labor harmony is provided by your company?
- f. What is the CM Candidate's experience, understanding and obligation to the owner with respect to field investigation, coordination of shutdowns, coordination with facility staff, construction phasing and logistics and working in/around a museum and museum collections?
- g. Define, and quantify any costs that are not part of the CM Candidate's fee or general conditions (as defined by this document in Sections 3.1 and 3.2) and that are not typically itemized and defined in the Contract Drawings and Divisions 02

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through 16 of the specifications. Also indicate if there are any other costs that should be included in the General Conditions.

- h. Describe and quantify any contingencies that you normally include in any estimates (pre-design, schematic design, design development) and your GMP. Include your understanding of how the contingencies within the GMP would be controlled or utilized during construction.
- i. List any disagreement with any AIA contract documents to be provided prior to issuance of contract.

## **TAB C – MWBE / FEMA / HUD Compliance:**

- a. Include a narrative or plan for the accomplishment of the applicable MWBE Utilization and Section 3 requirements.
- b. Include a narrative of how your firm will ensure compliance with the CDBG and FEMA requirements for the project.
- c. Acknowledge that all respondents shall use its best efforts to comply with all requirements of the M/WBE Program applicable to this RFP.

## **TAB D – Organization & Staffing:**

- a. Include the proposed organization chart for this project.
- b. Include personnel names and titles.
- c. Include resumes for all proposed personnel.

## **TAB E – FEE:**

Include your proposed Construction Manager fixed fee (as fully described in Section 3.1) for the Work.

## **SECTION 6- EVALUATION CRITERIA**

### **RFP Respondent Evaluation Criteria**

A total of 100 points is available to be received by a respondent. Accordingly, each RFP response package will be reviewed for completeness, evaluated based upon the responses provided by the bidder as compared to the requests set forth in this RFP and scored in accordance with the scale set forth below:

- a. Experience (available 30 points)-** The respondent's and, if applicable, any proposed CM Candidate team's experience in providing services similar to the Scope of Services described herein; the quality of the respondent's management, reputation, and **references**.
- b. Proposal (available 20 points)-** The quality of the proposal and the degree to which it demonstrates the respondent's full understanding of and the ability to perform the Scope of Services to be performed ; the content of the proposal demonstrating the respondent's full understanding of the Project schedule and budget and compliance with RFP Section 5

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## Submission Requirements

- c. **Fee (available 20points)-** The proposed fee and cost schedules.
  
- d. **CM Interviews (available 20 points)-** Following the formal CM bid opening the Owner will be scheduling interviews with the respondents for purposes of answering questions, addressing project approach, reviewing the schedule, and meeting the project team. Notifications will be sent out within a few days following the bid opening to reserve times for the interviews.
  
- e. **Section 3 and Minority Participation (available 10 points)-** The Respondent's proposed plans for encouraging participation by Section 3 businesses and Section 3 residents, Minority and Women-Owned Business Enterprises in connection with the Services including, as applicable, the respondent's Section 3 Plan, M/W/DBE Plan or M/WBE Narrative Form.

## **SECTION 7- INSURANCE and BONDING REQUIREMENTS**

For all phases of the Project, Construction Manager shall purchase and maintain insurance as specifically set forth under Article 8 of the ***AIA 133 Owner-Construction Manager Agreement, which shall be provided prior to issuance of contract and incorporated fully herein by reference.***

For all phases of the Project, Construction Manager shall furnish payment and performance bonds or Sub-contractor Default Insurance as required under Article 8 of the ***AIA 133 Owner-Construction Manager Agreement, which shall be provided prior to issuance of contract and incorporated fully herein by reference.***

## **SECTION 8- SPECIAL PROVISIONS**

As detailed above in Section 1, the Project is funded in part by a CDBG-DR grant from HUD administered by the City and in part by a FEMA HMGP grant.

By submitting a proposal to this RFP and in the event Bidder is awarded a contract pursuant to its proposal submitted, Bidder understands and expressly agrees that it will be bound by the applicable requirements set forth in the Appendices attached to this RFP and identified in this Section 8 below as well as those requirements expressly included in any contract issued pursuant to this RFP. Accordingly, the following Appendices which include various federal regulations, Sealed Bid, contract provisions and clauses set forth therein and listed below are incorporated into this RFP in their entirety, and made an integral part hereof.

- a. **FEMA and HUD Requirements:**
  - (1) **Appendix A- Uniform Federal Contract Provisions Rider, FEMA standard clauses.**
  
  - (2) **Appendix B- FEMA Project Worksheet date 4-29-15.**

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**-- END of RFP --**