

**TIPTON COMMUNITY SCHOOL
CORPORATION, TIPTON COUNTY,
INDIANA**

REQUEST FOR PROPOSALS

for

**Construction Manager as Constructor Services
For Construction and Equipping of the
Tipton Community School Corporation Greenhouse**

Dated: May 14, 2021

Response Due:

**June 1, 2021, 2:00 p.m.
(Eastern Daylight Time)**

Mailing and Physical Delivery:

**Tipton Community School Corporation Construction Manager as Constructor
Evaluation Committee
c/o Dr. Ryan Glaze, Superintendent of Tipton Community School Corporation
1051 South Main Street
Tipton, IN 46072**

REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AS CONSTRUCTOR SERVICES

Tipton Community School Corporation, Tipton County, Indiana (the “Owner”), is seeking to hire a Construction Manager as Constructor as allowed under Indiana Code 5-32, as amended, for a project. This Request for Proposals for Construction Manager as Constructor Services for Construction and Equipping of the Tipton Community School Corporation Greenhouse (the “2021 Greenhouse Project RFP”) is for the construction and equipping of a new greenhouse, including, but not limited to, site improvements, heating and air conditioning, electrical, plumbing, security and technology systems and related projects, to be operated by the Owner and will be used by the Owner and community for certain agricultural programs and curriculum (the construction and equipping of the new greenhouse as described in this 2021 Greenhouse Project RFP, the “2021 Greenhouse Project”). Below are descriptions of the 2021 Greenhouse Project, selection criteria and submittal requirements for interested parties wishing to submit a Proposal (as hereinafter defined) for consideration by the Owner. This 2021 Greenhouse Project RFP hereby invites the submittal of a proposal (the “Proposal”) from persons or entities interested in providing construction management as constructor services as set forth in this 2021 Greenhouse Project RFP for the 2021 Greenhouse Project (collectively, the “CMC Services”). By submitting a Proposal, the Offeror (as hereinafter defined) represents that it has carefully read the terms and conditions of this 2021 Greenhouse Project RFP and all attachments and addenda and agrees to be bound by them. This 2021 Greenhouse Project RFP is not an offer to enter into a contract of any kind with the Owner, but merely a solicitation of persons or entities interested in submitting a Proposal to the Owner for the CMC Services (each person or entity, an “Offeror”).

Section I – 2021 Greenhouse Project Description:

2021 Greenhouse Project Scope:

- A. The 2021 Greenhouse Project is for the construction and equipping of a new greenhouse to be operated by the Owner and used by the Owner and community for certain agricultural programs and curriculum. The 2021 Greenhouse Project, includes the [include major components of the project like the size of the facility, heating and air conditioning, electrical and plumbing components, all related site improvements and other related projects.]
- B. The Owner has hired Alpha 5 Designs to serve as the architect for the 2021 Greenhouse Project (the “Architect”). The Architect has been working through the programming and visioning phases of the 2021 Greenhouse Project. This work has led to the development of a very general draft space program which has enabled the team to establish the type, size and quantity of spaces to comprise the greenhouse. Schematic design work is in the early stage so there are no building plans to share at this time, but the Owner can share the project parameters are anticipated to include a 42’ X 70’ greenhouse structure.
- C. The 2021 Greenhouse Project will be constructed in a single phase of bid documents and construction. The Offeror selected by the Owner as the Construction Manager as Constructor for the 2021 Greenhouse Project (the “CMC”) will help determine the best overall strategy to achieve this objective.
- D. Funding/Authority: It is currently anticipated the Owner will provide up to \$450,000 from its own funds and from grants and donations for the 2021 Greenhouse Project and all related costs. The 2021 Greenhouse Project is not subject to any petition-remonstrance or referendum process or any other community approval process that is anticipated to adversely impact the timing of the commencement and completion of the 2021 Greenhouse Project.
- E. The cost of work for the CMC Services is to be based on \$ 350,000.

2021 Greenhouse Project Design and Construction Schedule:

- A. The preliminary 2021 Greenhouse Project schedule is shown below. Schedules are very preliminary and are subject to change once the design solution is established and construction partners are under contract.

Schematic Design	May, 2021- June, 2021
Design Development	June, 2021-July, 2021
Construction Documents	June, 2021- July_, 2021
Bidding	July, 2021
Construction	August, 2021- October, 2021

- B. Offerors should assume ___ months for construction for calculating staffing costs in response to this 2021 Greenhouse Project RFP, but the Owner reserves the right to adjust this schedule prior to execution of the contract with the CMC. Once the true construction duration has been determined, this lump sum staffing costs fee will be adjusted up or down to coincide with the actual duration.

Section II – Offeror Information, Relevant Project Experience and CMC Approach:

Offeror Identification:

- A. Name of Offeror
- B. Year Established
- C. Address
- D. Phone
- E. Website Address

Business Organization:

- A. Business structure: ___ Individual ___ Partnership ___ Corporation
- B. Number of years the Offeror has provided Construction Management as Advisor services and Number of years the Offeror has provided Construction Management as Constructor services and/or services as a general contractor.
- C. Number of full-time employees of the Offeror.
- D. Provide a brief history of the Offeror.
- E. List principals/officers of the Offeror.
- F. Describe the bond capacity of the Offeror available for this 2021 Greenhouse Project. The CMC will be required to provide a payment and performance bond in the amount of the Guaranteed Maximum Price indicated in the contract between the Owner and the CMC (the “CMC Contract”).
- G. Provide a statement confirming the Offeror will meet the minimum insurance requirements for this 2021 Greenhouse Project identified in this 2021 Greenhouse Project RFP.
- H. The CMC must be a contractor qualified for all categories which may be part of the 2021 Greenhouse Project under Indiana Code 4-13.6, as amended. Provide proof of contractor certification under Indiana Code 4-13.6, as amended.

Relevant Project Experience/References:

- A. School Corporation/Municipal Building Experience
 - a. List any relevant experience for school corporation or municipal construction for similar projects.
 - b. For each project listed above for experience, list the key people from the Offeror who were involved in the project and a main Offeror's representative with contact information.
- B. CMC Experience
 - a. List any public works projects the Offeror has served in the role of Construction Manager as Constructor under Indiana Code 5-32, as amended.
 - b. List any public works projects the Offeror has completed as a Construction Manager as Advisor or Design-Builder within the last five years.
 - c. List any private projects the Offeror has served in the role of Construction Manager as Constructor or general contractor in last five years.
- C. References
 - a. Provide a list of five (5) school corporation, other governmental entity or private client references with contact names and information whom the Offeror has worked within the past five years.
 - b. Provide a list of three (3) architectural partners with contact names and information whom the Offeror has worked on public works or private projects involving school corporations, other governmental entities or private entities within the past five years.
- D. Provide information detailing the Offeror's history on the following related to diversity:
 - a. The Offeror's hiring practices and programs related to increasing opportunities for minorities and women in the construction industry.
 - b. Contracting practices and programs that the Offeror uses for increasing involvement opportunities for minority, women, and veteran business enterprises.

Staffing:

- A. Provide a proposed 2021 Greenhouse Project team chart.
- B. Provide resumes of team members highlighting relevant project experience.
- C. Provide owner references for team members within the resume.

2021 Greenhouse Project Approach:

Please address the following requests for information as they relate to this 2021 Greenhouse Project:

- A. Briefly describe the Offeror's project approach to Pre-Construction Services with regard to Estimating, Value/Cost Management and Bidding for this 2021 Greenhouse Project.
- B. Describe the Offeror's approach to managing communications during design and construction.
- C. Describe the Offeror's approach to involving the Owner in the decision-making process.
- D. Describe how the Offeror would manage and staff this 2021 Greenhouse Project during construction.
- E. Describe the Offeror's approach to construction of this building. Address issues such as phasing, occupant safety, dust containment, noise and etc.

- F. Describe what practices the Offeror would recommend to put in place to ensure the 2021 Greenhouse Project was successful.
- G. For this 2021 Greenhouse Project, the Owner would like to set a guaranteed maximum price (“GMP”) because it has a fixed budget for the 2021 Greenhouse Project. Recommend how the CMC Contract might be structured with a GMP to provide a fair balance of risk between parties. This could include the “cost plus with GMP” or “GMP” options available under Indiana Code 5-32, as amended. Also state when the Offeror would recommend to set the GMP and why if the Offeror is selected as the CMC.
- H. Describe the Offeror’s process for working with the Owner to assist it in establishing a prequalifying program for first tier subcontractors as allowed under the Indiana Code 5-32, as amended.
- I. Describe how the Offeror would divide the work into subcontractor packages. Describe how the Offeror would ensure that the 2021 Greenhouse Project receives good bid coverage for all packages.
- J. Describe the Offeror’s contracting practices and programs that the Offeror would use on this 2021 Greenhouse Project to ensure involvement opportunities for minority, women, and veteran business enterprises.
- K. Describe what practices the Offeror would put in place to keep the construction phases on schedule. Specifically address what measures the Offeror would put in place to ensure that subcontractors are staffing the 2021 Greenhouse Project appropriately.
- L. Identify if the Offeror will seek to self-perform any of the work. If so, describe the type of work and the Offeror’s process for this. When the Offeror is bidding one of these bid packages, describe the Offeror’s approach to ensure competitive bids are received from other contractors. Provide data on your recent bidding history in these cases. This data shall include: project, bid category, list of bidders and base bid price for each bidder.
- M. Describe the Offeror’s recommendation for handling construction contingencies.
- N. Describe the Offeror’s approach to managing the general conditions reimbursable expenses.
- O. Describe the Offeror’s approach to punch lists and project completions.

Insurance Requirements:

- A. The CMC shall carry the following minimum Insurance policies and limits: Provide a statement and or proof of compliance to these insurance requirements listed below in the written response to this 2021 Greenhouse Project RFP:
 - a. The limits for Worker's Compensation Insurance shall meet statutory limits mandated by State and Federal Laws.
 - b. The limits for Employer’s Liability shall be as follows:

Bodily Injury by Accident	\$1,000,000/each accident
Bodily Injury by Disease	\$1,000,000/policy limits
Bodily Injury by Disease	\$1,000,000/each employee
 - c. The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, and Personal Injury shall at a minimum be as follows:

\$1,000,000 Each Occurrence
\$2,000,000 Job Site Aggregate
\$1,000,000 Personal and Advertising Injury
\$2,000,000 Products-Completed Operations Aggregate

- i. The policy shall be endorsed to have the Job Site Aggregate apply to this 2021 Greenhouse Project only. Provide a \$2,000,000 General Aggregate.
- ii. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-2007 under Paragraph 3.18.
- iii. Products and Completed Operations insurance shall be maintained for a minimum period of at least two (2) years after either 90 days following Substantial Completion or final payment, whichever is earlier.
- d. Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall at a minimum be as follows:
\$1,000,000 Each Accident
- e. Umbrella or Excess Liability coverage shall at a minimum be as follows:
\$10,000,000 over primary insurance.
\$10,000 retention for self-insured hazards each occurrence.
- f. Cyber Liability \$500,000 occurrence and General Aggregate Limits.
- g. Employee Theft/Crime Coverage of \$250,000.
- h. Pollution Liability coverage of \$1,000,000.

- B. The Owner shall be named as an additional insured with respect to General Liability, Automobile Liability and Umbrella Liability. Coverage is primary and non-contributory. Waiver of subrogation applies with respect to General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation.

Section III – Compensation Proposal:

Include separate fees for Pre-Construction and Construction Phase services to be performed by the CMC based on the proposed 2021 Greenhouse Project scope.

A. Preconstruction Services:

- a. The proposed fixed fee for Pre-Construction Services to include: Planning and Scheduling, Estimating, Value Management, Quality Review, Preparing Contracts for Construction, Life-Cycle Costing, Front End Specifications, Bid Procurement, Tracking Costs Against the Budget, Design Meetings and all Staffing Costs.

B. Construction Services:

- a. Provide a fixed fee for Construction Services to include: Cost of all on-site and off-site CMC staff that will be working on the 2021 Greenhouse Project. Provide an Effort Schedule that identifies the estimated man hours charged each month by each staff position over the course of the 2021 Greenhouse Project. These hours should be multiplied by an hourly billing rate that include wages and customary fringes per the attached Effort Schedule example. In addition to a lump sum staffing cost, provide a monthly staffing cost that can be added to, or subtracted from, the lump sum cost once the construction duration has been determined.
- b. Provide a fee percentage for overhead and profit that will be multiplied by the Cost of the Work.

- C. The Proposal does not need to identify the predicted costs for the following (these items will be considered reimbursable expenses). Items to be included in the General Conditions will be: safety equipment, first aid supplies, handrails and toe boards, opening protection, fire extinguishers, temporary fencing, storage rental, temporary toilets, temporary stairs, temporary enclosures, temporary barricades, project signs, bulletin boards, on-site equipment, printing, telephone

expenses, temporary power service, temporary water service, temporary heating service, heating energy charges, temporary wiring, temporary lighting, regular clean-up, trash dumpsters, dump permit and fees, traffic control, temporary roads, roadway maintenance, job trailer/trailer utilities, material testing, project website, permitting and all other jobsite construction-related miscellaneous expenses excluding construction manager staffing costs. The CMC's employee expenses shall be included within the fixed CMC Fee as previously noted above in Item III.B.a.

D. Items to be completed by other Consultants (Paid directly by the Owner):

- Architecture and Engineering
- Site Surveys
- Soil Explorations
- Design Builder

E. The CMC Contract shall be based on the modified AIA A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price and the modified AIA A201 – 2017 General Conditions of the Contract for Construction, which are both attached to this 2021 Greenhouse Project RFP.

Section IV – Selection Process:

Selection Criteria:

- A. The Owner's Evaluation Committee (the "EC") will evaluate Proposals based on the criteria listed below, which will be in accordance with Indiana Code 5-32, as amended, and all applicable federal, state, and local laws, as well as the Owner's policies and procedures.
- a. School corporation project experience
 - b. Experience with similar Indiana projects
 - c. CMC experience with projects of similar size and scope
 - d. Key personnel and relevant experience
 - e. 2021 Greenhouse Project approach and alignment with the Owner's mission and vision
 - f. Firm's financial and staffing capacities
 - g. References
 - h. Offeror's history of contracting with or hiring minority, women, and veteran business enterprises, and good faith efforts to fulfill the state's goals for contracting with or hiring minority, women, and veteran business enterprises.
 - i. Fee proposal
 - j. Proximity of Offerors primary office to the site of the 2021 Greenhouse Project
 - k. Interviews, if any
- B. EC Members
- a. Andrew Fish, as a representative of the Architect;
 - b. Gary Plumer, as a representative of the Owner;
 - c. Amber Rodibaugh, as a representative of the Owner;
 - d. Jennifer Humrichous, as a representative of the Owner;
 - e. Ryan Glaze, as a representative of the Owner;
 - f. Dan Benefiel, as a representative of the Owner; and
 - g. Rik Stillson, as a representative of the Owner.

Selection Schedule:

- A. The following is the selection process schedule:
- | | |
|---|--------------|
| Board action to approve CMC Process | May 11, 2021 |
| Public Notice (1 st) in paper | May 14, 2021 |

2021 Greenhouse Project RFP available	May 14, 2021
Public Notice (2 nd) in paper	May 21, 2021
Pre-submittal Meeting for Offerors	May 24, 2021 at 1:00 PM (EDT)
Proposals due	June 1, 2021 at 2:00 PM (EDT)
EC Meeting (review proposals)	June 2, 2021 at 1:00 PM (EDT)
EC Meeting (interviews, if required)	June 3, 2021 at 1:00 PM (EDT)
Board Approval of CMC	June 8, 2021

- B. Pre-Submittal Meeting: A pre-submittal meeting shall occur on Monday, May 24, 2021, at 1:00 PM (Eastern Daylight Time). Location of the meeting is the Tipton Community School Corporation Board Room, which is located at 1051 South Main Street, Tipton, Indiana 46072. Attendees shall have an opportunity to ask questions and tour the site. Attendance is not mandatory. This will be the only opportunity for interested Offerors to tour the site during the selection process.

Section V - Submittal Format and Submission:

- A. Please submit one (1) electronic copy in PDF format and seven (7) hard copies in a sealed envelope or box labeled on the outside “RESPONSE TO 2021 GREENHOUSE PROJECT RFP.”
- B. Hard copies shall not exceed 8 ½” x 11” and shall be bound.
- C. Please limit size of the response to the 2021 Greenhouse Project RFP to no more than thirty pages of information.
- D. Deadline -
- a. Proposals must be received no later than 2:00 PM (EDT), on June 1, 2021. Proposals shall be addressed to Andrew Fish, as the representative for Alpha 5 Design, on behalf of Tipton Community School Corporation, Tipton County, Indiana, and if mailed, delivered to the Tipton Community School Corporation Construction Manager as Constructor Evaluation Committee, c/o Dr. Ryan Glaze, Superintendent of Tipton Community School Corporation, 1051 South Main Street, Tipton, Indiana 46072, and if delivered in person, to the Tipton Community School Corporation Construction Manager as Constructor Evaluation Committee, c/o Dr. Ryan Glaze, Superintendent of Tipton Community School Corporation, 1051 South Main Street, Tipton, Indiana 46072.
 - b. The EC will review and evaluate only those Proposals that the Owner and the EC, in their sole and complete discretion, determine to be submitted in compliance with the requirements set forth in this 2021 Greenhouse Project RFP and contain all of the information required by this 2021 Greenhouse Project RFP. It is the Offeror’s sole responsibility to ensure that the Proposal is delivered in compliance with all of the requirements set forth in this 2021 Greenhouse Project RFP and contains all of the information required by this 2021 Greenhouse Project RFP. If a Proposal is mailed, the post office becomes the agent of the Offeror and not that of the Owner. DO NOT FAX OR EMAIL PROPOSALS. PROPOSALS RECEIVED VIA FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL BE RETURNED TO THE OFFEROR WITHOUT CONSIDERATION BY THE OWNER OR THE EC. Each of the Owner and the EC reserves the right to reject for any reason and for no reason at all any and all Proposals received by the Owner and to be the sole judges of the value and merit of the Proposals submitted. The Owner reserves the right to terminate for any reason and for no reason at all the 2021 Greenhouse Project prior to executing the CMC Contract. If such termination occurs, the Owner shall not be liable for any costs incurred by any of the Offerors with respect to any Proposal.

Section VI – Communications during 2021 Greenhouse Project RFP Process:

- A. Once the first public notice is published and until the completion of the CMC procurement process, all questions and communications regarding this 2021 Greenhouse Project RFP, the 2021 Greenhouse Project and/or the CMC selection process must be addressed only to Andrew Fish, as representative of the Architect, as listed below. Only answers issued in writing by addendum will be considered by the Offeror's as valid responses by the Owner.

Name: Andrew Fish, AIA, Principal
Company: Alpha 5 Design
Email: afish@alpha5design.com
Office Address: 480 East Greyhound Pass, Carmel, IN 46032
Phone: (317) 509-0215

- B. Any Offeror who otherwise contacts any employee, agent or elected or appointed official of the Owner or any member of the EC during the selection process is subject to disqualification at the sole and complete discretion of the Owner. This foregoing restriction does not apply to the actual mailing or delivery in person of the Proposal to the care of Dr. Ryan Glaze.

Section VII – Miscellaneous Provisions:

- A. The Owner reserves the right to terminate the 2021 Greenhouse Project RFP process for any reason, to be the sole judge of the Proposals submitted, to reject any and all Proposals, and to waive any informalities or irregularities in any of the Proposals.
- B. The Owner creates no obligation, expressed or implied, of any kind or description in issuing this 2021 Greenhouse Project RFP or receiving a Proposal. Neither this 2021 Greenhouse Project RFP nor any Proposal shall be construed as a legal offer.
- C. The Owner assumes no responsibility or liability for any expenses incurred by any Offeror or the CMC in connection with the preparation or delivery of a Proposal, requested interview or any action related to the process of completing and submitting a Proposal to this 2021 Greenhouse Project RFP.
- D. All documentation and submittals provided to the Owner or the EC may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner and the EC will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.
- E. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the Owner or the EC under the applicable public records law. The Owner will endeavor to provide at least two (2) business days' notice of a public records request for material submitted pursuant to this 2021 Greenhouse Project RFP. Offerors must respond to the notice in writing with any objection to the production of the documents within two (2) business days of receipt of the notice. All costs incurred by Offerors associated with any public records request are the responsibility of the Offerors.
- F. Owner/EC Rights and Procurement Conditions: Each of the Owner and the EC reserves without limitation, and may exercise at its sole and complete discretion, the following rights and conditions with regard to this Procurement process:
- To cancel the procurement process and reject any and all Proposals;
 - To waive any informality or irregularity;

- c. To revise this 2021 Greenhouse Project RFP, any documents related to this 2021 Greenhouse Project RFP, any addendum to this 2021 Greenhouse Project RFP and the schedule via an addendum;
 - d. To reject any Offeror that submits an incomplete or inadequate Proposal or is not responsive to the requirements of this 2021 Greenhouse Project RFP;
 - e. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its Proposal and require additional evidence of qualifications to perform the work described in this 2021 Greenhouse Project RFP;
 - f. To provide clarifications or conduct discussions, at any time, with one or more Offerors;
 - g. To contact references who are not listed in the Proposal and investigate statements on the Proposal and/or qualification of the Offeror and any firms or individuals identified in the Proposal;
 - h. To consider alternative technical concepts and/or approaches identified by Offerors;
 - i. To take any action affecting the 2021 Greenhouse Project RFP process or the 2021 Greenhouse Project that is determined to be in the Owner's best interests;
 - j. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the Proposal. Such approval or disapproval shall not be unreasonably exercised; and
 - k. To negotiate submitted fees with any Offeror.
- G. Offerors shall, if requested by the EC, provide a fully completed Financial Statement specific enough for the Owner's governing body to make a proper determination of the Offeror's capability for completing the 2021 Greenhouse Project if awarded.

Attachments

- **Exhibit A:** Protest Procedure
- **Exhibit B:** Legal Notice
- **Exhibit C:** Example Staff Effort Schedule
- **Exhibit D:** Site
- **Exhibit E:** Modified AIA A133 Contract Documents
- **Exhibit F:** Modified AIA A201 Contract Documents

Exhibit A
Protest Procedures

The protest procedures applicable to the selection of the CMC are as follows

- a. All protests will be directed to Andrew Fish, as representative for the Architect, for and on behalf of Tipton Community School Corporation, Tipton County, Indiana
- b. Any protest based on the form or content of the 2021 Greenhouse Project RFP and related documents, which is or should have been apparent prior to the date established for submittal of the Proposal, will not be considered if received by the person set forth above later than ten (10) calendar days prior to the specified submittal date.
- c. Protests based on any other circumstances must be received by the person noted above within five (5) business days from the date the Offeror was notified of any selection decision; however, in no event will a protest be considered if all Proposals are rejected or if the protest is received after award of the Contract.
- d. To be considered, a protest shall be in writing and shall include: (1) the name, street address, and email address of the aggrieved party; (2) the name of the 2021 Greenhouse Project; (3) a detailed description of the specific grounds for the protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.
- e. In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close of regular business hours (8:00 a.m. to 5:00 p.m.) shall be deemed received the following Business Day.
- f. By submitting a Proposal in response to this 2021 Greenhouse Project RFP, the Offeror acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting its Proposal.

Exhibit B
Legal Notice

Notice of
Request for Proposals for
Construction Manager as Constructor Services
(2021 Greenhouse Project)

Notice is hereby given that Tipton Community School Corporation, Tipton County, Indiana (the “Owner”), requests any construction manager as constructor (as defined in Indiana Code Section 5-32-2-5, as amended), which is interested in being considered by the Owner as the construction manager as constructor with respect to the proposed construction and equipping of a new greenhouse to be located on certain property generally located at _____, all as described in more detail in the Request for Proposals for Construction Manager as Constructor Services for Construction and Equipping of the Tipton Community School Corporation Greenhouse, dated as of May 14, 2021 (the “2021 Greenhouse Project RFP”)(the “2021 Greenhouse Project”), to submit a Verified Statement of Proposal to provide Construction Manager as Constructor Services for the 2021 Greenhouse Project. The estimated 2021 Greenhouse Project Cost of the Work is approximately \$ _____.

Verified Statements of Proposals shall be received by the Owner until 2:00 PM, Eastern Daylight Time on Tuesday, June 1, 2021, Attention: Andrew Fish, and if mailed, delivered to the Tipton Community School Corporation Construction Manager as Constructor Evaluation Committee, c/o Dr. Ryan Glaze, Superintendent of Tipton Community School Corporation, 1051 South Main Street, Tipton, Indiana 46072, and if delivered in person, to the Tipton Community School Corporation Construction Manager as Constructor Evaluation Committee, c/o Dr. Ryan Glaze, Superintendent of Tipton Community School Corporation, 1051 South Main Street, Tipton, Indiana 46072. Each response to the 2021 Greenhouse Project RFP that the Owner and the Owner’s Evaluation Committee (the “EC”) will determine to be a qualified response must be in accordance with the 2021 Greenhouse Project RFP and all of the provisions of Indiana Code 5-32, as amended, and as applicable to the 2021 Greenhouse Project RFP process. Each response to the 2021 Greenhouse Project RFP must also be submitted by a person or entity satisfying the definition of a construction manager as constructor as defined in Indiana Code Section §5-32-2-5, as amended.

To obtain a copy of the 2021 Greenhouse Project RFP or any other available additional information regarding the 2021 Greenhouse Project or to ask any questions regarding the 2021 Greenhouse Project RFP or the 2021 Greenhouse Project, please contact the architect for the 2021 Greenhouse Project (the “Architect”), whose contact information is as follows: Andrew Fish, AIA, Principal; Alpha 5 Design; 480 East Greyhound Pass, Carmel, IN 46032, e-mail: afish@alpha5design.com, phone: (317) 509-0215.

Unless otherwise specifically authorized by the Architect, as of the date of this notice, all communication between any Offeror and the Owner and/or the EC or their respective agents shall be conducted through only the Architect. Any Offeror who otherwise contacts any employee, agent or elected or appointed official of the Owner or any member of the EC between the date of this notification and the award of the CMC Contract is subject to disqualification at the sole and complete discretion of the Owner. The foregoing restriction does not apply to the actual mailing or delivery in person of the Proposal to the care of Dr. Ryan Glaze.

All responses to the 2021 Greenhouse Project RFP received by the date and time set forth above, which shall be determined solely by the Owner in its sole and complete discretion, will initially be reviewed by the Architect for compliance with the 2021 Greenhouse Project RFP. The EC will then evaluate all responses and make a recommendation to the Owner regarding which Offeror it believes in its sole and complete discretion provides the best value to the Owner with respect to the 2021 Greenhouse Project.

Each of the Owner and the EC reserves the right to reject for any reason and for no reason at all any and all responses received to the 2021 Greenhouse Project RFP and to be the sole judges of the value and merit of the responses offered. The Owner reserves the right to terminate for any reason and for no reason at all the 2021 Greenhouse Project prior to executing the CMC Contract. If such termination occurs, the Owner shall not be liable for any costs incurred by any of the Offerors with respect to any response to this 2021 Greenhouse Project RFP.

Dated: May 14, 2021

Tipton Community School Corporation, Tipton County, Indiana

By: Dr. Ryan Glaze, Superintendent

Exhibit C
Example Effort Schedule

Exhibit D
Existing Site

Exhibit E
Modified AIA A133 Contract Documents

Exhibit F
Modified AIA A201 Contract Documents
