Enclosure: V.F.

THE GROSSE POINTE PUBLIC SCHOOL SYSTEM Grosse Pointe, Michigan

AGENDA NUMBER & TITLE: V.F. Approval of 2021 Move Management

BACKGROUND INFORMATION:

On March 1, 2021 we held a public bid opening for proposals received for 2021 move management. The next day consisted of post bid interviews to ensure the appropriate scope of work was included in the bids and there were no errors or omissions.

As part of our bond projects, we contract with move management companies to remove contents from every room that is under construction and place the items in storage as soon as school is done for the year. At the end of summer, the same contractors bring the items back into each classroom so staff can unpack and setup their rooms. This summer we have five buildings in need of move management services; Maire ES, Richard ES, Brownell MS, North HS and administration.

Three vendors submitted proposals for our review. Following post bid clarifications and reference checks, our recommendation is to award two contracts. Palmer Commercial Services would provide move management services for Maire ES and Richard ES at a cost of \$138,814. Corrigan Moving Systems would provide move management services to Brownell MS, North HS and administration at a cost of \$161,000. We also recommend contingency of 10% or \$29,981. The not to exceed cost for move management services totals \$329,795.

REQUEST:

The Board of Education approve the contract award for the 2021 move management to Palmer Commercial Services in the amount of \$138,814, Corrigan Moving Systems in the amount of \$161,000 and contingency of \$29,981 for a not to exceed cost of \$329,795. The cost of this project will be paid from the building & site bond.

Amanda Matheson
Deputy Superintendent for Business Operations



March 2, 2021

Ms. Amanda Matheson Deputy Superintendent for Business Operations Grosse Pointe Public School System 389 St. Clair Avenue Grosse Pointe, MI 48230

via email: mathesa@gpschools.org

RE: 2018 Grosse Pointe Public School System Bond Program **2021 Move Management Projects Recommendation**

Dear Ms. Matheson:

This letter transmits an update from Plante Moran Cresa (PMC) as it relates to the assignment to assist and advise the Grosse Pointe Public School System (GPPSS) in the procurement of Move Management companies for the 2021 construction projects (Project). This update represents the mutual efforts of PMC and GPPSS administration (The Project Team) to present a framework in order to identify, evaluate and recommend a company for 2021 Move Management Projects.

The Project Team publicly issued an RFP for move management services for five (5) district buildings (Maire ES, Richard ES, Brownell MS, GP North & 389 St. Clair Administration Building). The Projects consist of removing building contents, furniture identified in the RFP documents and reinstalling them after construction is complete. Three (3) bids were received by GPPSS on March 1, 2021 and were opened and read aloud publically. Post bid interviews followed for each bid category with the lowest responsible bidders on March 2, 2021.

RECOMMENDATION

The Project Team is recommending the total qualified contractor bid amount of \$138,814 be awarded to Palmer Commercial Services for Maire ES and Richard ES Projects. The Project Team is also recommending the total qualified contractor bid amount of \$161,000 be awarded to Corrigan Moving Systems for Brownell MS and GP North/389 St. Clair Administration Building. The cost of this work will be detailed in a Move Management Contract, pending final review and approval of terms by district legal counsel. The Project Team is recommending a Total Budget of \$329,795 (Move Management plus \$29,981 (10% contingency)) be established for this Project. This Total Budget amount and contingency will be paid from the 2018 Bond proceeds.

Should you have any questions regarding this recommendation described above, please do not hesitate to contact me at 248-766-0996 or robert.stempien@plantemoran.com.

Sincerely,

PLANTE MORAN CRESA

Robert Stempien, AIA Sr. Vice President

Attachments: 2021 BID SUMMARY_GPPSS Move Management 3-2-21, 2021 Move Management Project

SUMMARY OF COSTS 3-8-21, Draft Move Management Contract

CC: Denise Sharples, GPPSS

Paul Theriault, PMC

Grosse Pointe Public School System 2018 Bond Program

Move Management Proposal Summary 2021 Projects

BUSINESS NAME	Corrigan Moving Systems	Palmer Commercial Services	Oneida Solutions Group		
General Information					
Local Office	Farmington Hills, MI	Warren, MI	Romulus, MI		
Address	23923 Research Drive, Farmington Hills, Mi 48335	24660 Dequindre, Warren, Mi. 48091	10049 Harrison Rd, Suite 500 Romulus, MI 48174		
Contact	Ken O'Malley	Steven Townes	John Gilligan		
Contact E-mail	komalley@corrigan.com	stownes@palmercommercial.com	jgilligan@oneidasolutions.com		
Proposed Fee Information				Average	
Project 1		Maire Elementary School			
Maire Move Management	\$ 96,000		\$ 93,451	\$ 51,703	
Total					
Fee Rank	'	7 23,521	7 25,32	7	
Project 2		Richard Elementary School			
Richard Move Management	\$ 106,000		\$ 92,976	\$ 53,745	
Total				\$ 53,745	
Fee Rank	200,000	35,:55	-	-	
Project 3		Brownell Middle School			
Brownell Move Management	\$ 72,000		\$ 102,950	\$ 56,831	
Total	7				
Fee Rank	'	\$ 103,204	102,550	30,031	
Project 4		th High School and Adminis	tration Ruilding		
Grosse Pt. North and Admin Move Management	\$ 89,000		\$ 128,775	\$ 43,555	
Total	/		\$ 128,775	, ,	
Fee Rank			120,773	7 73,333	
Totals for Projects 1-4		\$ 248.018	\$ 418,152	\$ 205.834	
Overall Fee Rank		2-0,010	410,132	203,034	
Bid Bond Amount	\$ 18,150	\$ 12,401	\$ 20,908		
Additional Services	10,130	12,401	20,500		
Cardboard Box per Unit	\$ 1.70	\$ 4.00	\$ 2.00		
Plastic Bid per Unit	\$0.25/day	0.25 / day	\$0.30/day		
	70.20,000,	5.25 / 5.57	+ / /		
Hourly Rates				Average	
Mover (1st/2nd shift) Std. Rate/hr.	\$ 40.00	\$ 44.00	\$42 - \$45	\$ 16.80	
Mover (Saturday) Std. Rate/hr.	\$ 45.00				
Mover (Sunday) Std. Rate/hr.	\$ 50.00				
Storage Trailer mobilization Rate/trailer	\$ 400.00				
Storage Trailer Rental/month	\$ 400.00				
POD Container Rental/month	\$ 200.00	\$ -	\$ 350.00	\$ 137.50	
D					
Documents	<u> </u>	v	v		
Iran Economic Sanctions	X X	X	X		
Criminal Background Affidavit		X	X		
Familial Disclosure Affidavit	X X	X	X X		
Addendum No 001 dated 2-23-21 Acknowledgement	X	1	X		



3/2/2021 Page 1 of 1

2021 GPPSS MOVE MANAGEMENT PROJECTS - BUDGET SUMMARY 3-8-21

Project No. 1: Maire ES			
Building	Budget	Actual	Variance
Maire Elementary	\$56,250	\$69,064	-\$12,814
Contigency (10%)	\$5,625	\$6,906	-\$1,281
Totals	\$61,875	\$75,970	-\$14,095

	Project No. 2: Richard ES			
Building	Budget	Actual	Variance	
Richard Elementary	\$56,250	\$69,750	-\$13,500	
Contigency (10%)	\$5,625	\$6,975	-\$1,350	
Totals	\$61,875	\$76,725	-\$14,850	

	Project No. 3: Brownell MS			
Building	Budget	Actual	Variance	
Brownell MS	\$56,250	\$72,000	-\$15,750	
Contigency (10%)	\$5,625	\$7,200	-\$1,575	
Totals	\$61,875	\$79,200	-\$17,325	

	Project No. 4: GP North/389 St. Clair			
Building	Budget	Actual	Variance	
GP North/389 St. Clair	\$56,250	\$89,000	-\$42,064	
Contigency (10%)	\$5,625	\$8,900	-\$3,275	
Totals	\$61,875	\$97,900	-\$45,339	

	Project Totals			
Building	Budget	Actual	Variance	
Building Totals	\$225,000	\$299,814	-\$74,814	
Contigency (10%)	\$22,500	\$29,981	-\$7,481	
Totals	\$247,500	\$329,795	-\$82,295	



MOVE MANAGEMENT CONTRACT

This Contract ("Contract") is made on	March XX, 2021	("Effective Date"), between
GROSSE POINTE PUBLIC SCHOOL SYST	EM, a Michigan g	general powers sch	ool district
("School District"), whose address is 389 St	. Clair, Grosse P	ointe, Michigan	48230 and
, ("Contractor"), whose a	ddress is	. The Scho	ool District
and Contractor may each be referred to herein as	a "Party" and colle	ectively as the "Par	ties."

RECITALS

- A. The School District issued a Request For Proposal For 2021 Move Management Services dated February 12, 2021, as amended by Addendum No. 1 dated (collectively the "RFP"), the purpose of which was to solicit proposals from qualified contractors to furnish to the School District all of the materials, equipment and labor and all other services required to provide move management services as identified in the RFP in accordance with the terms and conditions contained in the RFP and the Drawings and Specifications attached thereto (the "Work").
- **B.** In response to the RFP, the Contractor submitted to the School District a Proposal dated March 1, 2021, to perform the Work contemplated by the RFP.
- C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor's Proposal to the RFP. The Contractor's Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference and marked as **Exhibit A** (collectively referred to as the "Proposal").
- **D.** Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District's written acceptance of its Proposal.
- **E.** The Parties agree that certain terms, conditions and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) Incorporation By Reference. The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.

- **(b)** Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:
 - 1. This Contract, including all Exhibits hereto;
 - 2. The RFP, including the Drawings and Specifications attached thereto; and
 - 3. Contractor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

2. TERM AND TERMINATION

- (a) This Agreement shall commence as of the Effective Date and all Work hereunder shall be completed no later than September 10, 2021, and shall be in compliance with the Project Schedule attached hereto as **Exhibit B**.
- Each Party shall have, in addition to all other remedies available to it, the right to **(b)** terminate this Contract upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Contractor pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.
- (c) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

3. INSURANCE

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance:

(a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.

- **(b)** Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage.
- (c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.
- (d) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.
- (e) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.
- (f) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.
- **(g)** Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District must indicate:
 - 1. A Best's rating for each of your insurance carrier at A-VII or better,
- 2. "Grosse Pointe Public School System" and "Plante Moran Cresa" are endorsed as an additional insured on the General Liability policies.

4. CONTRACTOR'S COMPENSATION

Based upon the School District's RFP and the Contractor's Proposal, the School District shall pay the Contractor for its Work as follows:

Project #__ - Move Management Services at _____ School for a Lump Sum Amount of and no/100 Dollars (\$_____00).

5. INDEMNIFICATION

(a) Indemnification. The Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with the Contractor's performance of the Work pursuant to this Contract and/or from the Contractor's violation of any of the terms of this Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (ii) any breach of the terms of this Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (iii) any violation or

breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Work; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under this Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract. This Paragraph shall survive the expiration or earlier termination of this Agreement and shall not be limited by the Contractor's insurance obligations contained in this Agreement.

6. MISCELLANEOUS

(a) Notices. All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor:

Address
City, State Zip
Attention:

Copy To: Plante Moran Cresa

27400 Northwestern Hwy Southfield, MI 48034 Attention: Robert Stempien

If to the School District: Grosse Pointe Public School System

389 St. Clair

Grosse Pointe, Michigan 48230 Attention: Rich Van Gorder

- **(b)** Assignment. This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.
- (c) Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- (d) Independent Contractor; No Joint Venture. It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall

any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

- **(e) Modifications.** No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.
- **(f) Captions.** The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.
- (g) Governing Law. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Wayne County, Michigan.
- **(h) Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.
- (i) Entire Agreement. This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supercedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

GROSSE POINTE PUBLIC SCHOOL SYSTEM				
SCHOOL DISTRICT:	CONTRACTOR:			
By:	By:			
Its:	Its:			
Date:	Date:			

EXHIBIT A

WRITTEN CLARIFICATIONS

EXHIBIT B

PROJECT SCHEDULE

The Project Schedule will be finalized by the Owner.

It is anticipated that the move-out will occur over an approximately three (3) day period (and be completed by floor, starting on the 1st floor) between 3:00pm June 25, 2021 and 6:00am June 28, 2021.

The anticipated move in date is between 7:00am August 23, 2021 and 6:00pm August 28, 2021.

EXHIBIT C

CONTRACTOR'S CERTIFICATE OF INSURANCE

See Attached