

February 19, 2019



High Point Academy (the "Owner"), a South Carolina public charter school and nonprofit corporation, hereby solicits statements of qualifications and proposals for a:

CONSTRUCTION MANAGER AT RISK

RESPONSES DUE 5:00 p.m. on March 5, 2019

I. Submission Requirements

Proposals are to be submitted in electronic format via email to:

**Matt Nestberg, Board Chair
High Point Academy
BoardChair@hpart.org**

All questions should be submitted through a formal RFI and sent to the contact email above. Timely questions are welcome and will be answered by addenda posted on the HPA web page only. Any addenda will be posted only on the web page: <https://hpartanburg.com/>.

The Owner assumes no responsibility or obligation for any time, money, or resources expended by the proposer in making a proposal.

II. Project Description and General Background

This project involves renovations and alterations of certain areas of High Point Academy's existing school facility at 6655 Pottery Road, Spartanburg, SC 29303, with a preliminary budget of \$5,450,000.00. Anticipated renovations include conversion of a warehouse area to a basketball court and gymnasium, creating new locker rooms and offices for the gymnasium, renovations to the existing kitchen, wall replacement to comply with South Carolina Office of South Facilities requirements, installation of new HVAC systems, the addition of 10-14 classrooms, and site development including the creation of outdoor grass playfields. The final scope of the project will depend on the cost of the work and be subject to the Owner's discretion.

The Architect is Mussman Architects. It is anticipated that the Construction Manager at Risk (CMAR) will be engaged to commence services in February 2019, by which point the design should be in the design development stage.

"Construction manager at-risk" means a business that has been awarded a separate contract with the Owner to provide both construction management services and construction using the construction management at-risk project delivery method. Contract terms will generally be the AIA Construction Manager at Risk A-133 as may be modified in negotiations.

III. Contents of Proposals

1. Transmittal / Cover Letter. (2 pages maximum) The transmittal letter should identify the legal business name for your firm, number of years in business, and the primary contact(s) for the proposer.
2. Provide information concerning your:
 - a. qualifications,
 - b. experience, and
 - c. ability to perform the requirements of the contract, including but not limited to,
 - i. experience on projects of similar size and complexity, and
 - ii. history of on-time, on-budget, on-schedule construction.
3. Identify personnel that are proposed for the Project(s) should your firm be selected. Provide brief resumes including recent, relevant experience of the following team members: Project Executive, Estimator, Project Manager, and Superintendent.
4. Provide Owner and Architect contact information for at least three (3) South Carolina public school projects in excess of \$5 million where your firm was the Construction Manager at Risk or the General Contractor.
5. Provide your firm's proposed fee.
6. Provide additional information relative to the "Evaluation Criteria" list provided below.

IV. Evaluation Criteria Will Include:

- The firm's experience and capabilities with school projects of similar size, type and degree of complexity as the current project.
- The approach the firm will utilize in interfacing with the school personnel and the design consultants on this project.
- The firm's methodology, approach and practices that will be utilized in managing and executing this project in the preconstruction and construction phases.
- The firm's estimating and scheduling capabilities
- The firm's safety programs
- The firm's quality control and commissioning procedures
- The firm's proposed sustainability efforts to be utilized on the project
- The firm's proposed environmental controls to be utilized on the project
- The firm's proposed information technology that will be used on the project
- The firm's worker's compensation insurance experience modification rate
- The firm's proposed procedures to be utilized to meet MBE/WBE goals
- The firm's proposed organizational structure to be utilized on the project
- The firm's latest audited financial statements and available bonding capacity
- The firm's references

V. Evaluation Process

The Owner will review the proposals, references, and other information the Owner deems relevant, to evaluate the respondents' qualifications, experience, and ability to perform the Scope of Work for the Project(s). The Owner *may* elect to use an intermediate "short list" for additional evaluation and/or interviews prior to reaching a conclusion as to the most advantageous proposal. Upon determining the respondent(s) most qualified for the Project(s), the Owner shall commence any remaining matters of negotiation with the highest-ranked proposer. If a suitable agreement cannot be accomplished promptly, the Owner may terminate negotiations and proceed to initiate negotiations with the next most qualified firm. In the interest of negotiations, the names of respondents will not be disclosed prior to the issuance of the Notice of Intent to Award. When a suitable agreement has been concluded, a Notice of Intent to Award will be issued to the respondents and posted in public. The Owner is the sole decision-maker in the selection process.

VI. Procurement Rules

1. Contracts shall be made only with responsible parties possessing the potential ability to perform successfully under the terms and conditions set forth herein. Consideration shall include but not be limited to matters such as integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. Contracts shall not be made with parties who are suspended or debarred.

2. In addition to provisions defining a sound and complete contract, the following contract provisions or conditions shall be included in the final AIA Construction Manager at Risk A-133 contract:

- (a) *Remedies.* The contract shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. A realistic liquidated damage provision must be included.
- (b) *Termination.* The contract shall contain provisions for termination by the Owner including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions when the contract may be terminated because of circumstances beyond the control of the contractor.
- (c) *Surety.* The Owner shall require performance and payment bonds, each in the amount of 100 percent of the contract cost. Companies providing performance bonds and payment bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570 as amended and be legally doing business in the State where the facility is located.
- (d) *Equal Employment Opportunity.* The Contract shall contain a provision requiring compliance with Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by Department of Labor regulations 41 CFR part 60.
- (e) *Anti-kickback.* The contract shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled.

- (f) *Records*. The contract shall include a provision to the effect that the Owner shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transcriptions. The Owner shall require the contractor to maintain all required records for three years after the Owner makes final payment and all other pending matters are closed.
- (g) *Retainage*. The contract shall contain adequate provisions for retainage. No payments will be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the contractor. The retainage shall not be less than an amount equal to 10 percent of an approved partial payment estimate until 50 percent of the work has been completed. If the job is proceeding satisfactorily at 50 percent completion, further partial payments may be made in full, however, previously retained amounts shall not be paid until construction is substantially complete. Additional amounts may be retained if the job is not proceeding satisfactorily, but in no event shall the total retainage be more than 10 percent of the value of the work completed.

VII. Additional Expectations

1. It is expected that the CMAR will be consistently and reasonably available to the Owner during the entire process for technical advisement and value analysis and to keep the Owner's Board of Directors informed on a timely basis on the status of the project.
2. It is expected that the CMAR will meet weekly with appropriate parties to facilitate the coordinated construction of the project from the time of agreement to the time of completion.
3. It is expected that the CMAR will hold appropriate and current state licensure to perform its duties on the project.
4. It is expected that the CMAR will ensure that any selected subcontractors will hold appropriate and current state licensure to perform their duties on the project.
5. It is expected that all respondents have adequate financing to fund their business and construction obligations during this project.
6. It is expected that the project be completed as quickly as possible and that the Owner will be able to utilize the renovated facilities at the start of the 2019-2020 school year.
7. It is expected that the CMAR's work will meet all requirements of a charter school in South Carolina and will comply with applicable building codes, statutes, and the South Carolina Office of School Facilities' rules.
8. It is expected that the CMAR will comply with all federal statutes and the Americans with Disabilities Act (ADA) regulations in association with the construction of the project.