

PATRIOT



PREPARATORY ACADEMY

Request for Proposals

CONSTRUCTION MANAGER AT RISK SERVICES

Patriot Preparatory Academy
4938 Beatrice Dr.
Columbus, OH 43227

ISSUED DATE: 12/2/22

POINT OF CONTACT: Sean Smith, Superintendent
Email: ssmith@patriotprep.com

PROPOSAL DEADLINE: 12/21/22 by 12:00 p.m. All questions must be submitted 5 days prior to the proposal deadline.

FACILITY WALKTHROUGH: Available upon request

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I. PURPOSE OF REQUEST

The Patriot Preparatory Academy Board of Education (“District”) through this Request for Proposal (“RFP”) invites written proposals from qualified Contractors to provide the services set forth on Exhibit A. This RFP may be modified at any time and the updated version will be posted at www.patriotprep.com under “Phase 3 Addition”.

II. INSTRUCTIONS TO PROPOSERS

- a. Proposers shall submit three (3) hard copies of their proposal. Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: DO NOT OPEN –PROPOSAL ENCLOSED, “Patriot Prep Phase 3 Addition”, Proposer’s name, address, phone, and primary contact name. Proposals must be delivered to the school and addressed to the attention of Sean Smith.
- b. All proposals must be delivered by 12/21/22 (NO later than 12:00 p.m.). Requests for extension of time to submit will not be granted. Late proposals will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered. Proposals sent via e-mail or fax will not be accepted.
- c. It is the sole responsibility of the Contractor to ensure that the proposal arrives on time and bears the handwritten signature of an official duly authorized to sign all copies. The name, address and telephone number of the person to contact must be clearly identified.
- d. Any questions about the RFP, or any contact with the District, should be directed to the Point of Contact and shall be in writing. All Proposers, including any persons affiliated with or in any way related to a Proposer, are strictly prohibited from contacting any Board Members or any District personnel. Prohibitive or inappropriate contacts made by Proposer may result in the disqualification of the Proposer. This requirement will be strictly enforced.
- e. All Proposers must provide an assurance that the organization and key members of the organization have, and will acquire, no direct or indirect personal interest that is incompatible or in conflict with the performance of the organization’s services on behalf of the District, including without limitation any conflict that may create a potential violation of Ohio’s Ethics laws and/or Ohio Revised Code Section 3313.33 for any Board of Education member or District personnel.
- f. No proposal may be withdrawn for a period of ninety (90) days after the proposal submission deadline.
- g. Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the Request for Proposal (RFP) and the Proposer understands and agrees to abide by all of the stipulations and requirements contained therein.
- h. All notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the Proposal Form.
- i. All costs incurred in the preparation and presentation of the proposal is the Proposer's sole responsibility; no costs will be reimbursed to any Proposer.

- j. All documentation submitted with the proposal will become the property of the District.
- k. Proposals are to be submitted as outlined below:
 - i. Proposed costs per construction division; to include preconstruction stage compensation, construction stage personnel costs, itemized construction stage general conditions costs, construction stage contingency percentage, and construction stage fee percentage.
 - ii. A list of assumptions in preparation of proposed costs
 - iii. Project schedule with all milestones identified
 - iv. References (including name, mailing address, telephone number and email address);
 - v. Proof of Insurance Coverage.
 - vi. Any other documents deemed necessary for proposal evaluation
- l. Within 30 days of the Construction Manager (CM), the CM shall prepare a Guaranteed Maximum Price (GMP) proposal for the owner's review and acceptance. All parties will work in an "open book" pricing method in which the cost of all work will be based upon competitive pricing that is reviewed with the Owner and A/E. The Owner shall have access to all books, records, documents, and other data in the CM's possession related to bidding, pricing, scope, subcontract agreements, etc. The Owner may accept or reject the GMP Proposal or attempt to negotiate its amount and its terms and conditions with the CM. If the Owner accepts the proposed GMP, the contract will be amended to include the GMP proposal with the information and assumptions upon which it is based.
- m. The opening and reading of a proposal does not constitute the District's acceptance of the Proposer as a responsive and responsible Proposer. No contract will be valid and binding on the District until it has been formally approved by the Board of Education in a public meeting. The District, in its sole discretion, reserves the right to cancel any or all solicitations, in whole or in part, as well as reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the Treasurer, or his designee, that the best interest of the District will be served by so doing. The District further reserves the right to award the contract to the next most qualified Proposer if the selected Proposer does not execute a contract within fourteen (14) days after the award of the proposal.
- n. A proposal will not be considered from any person, firm or corporation that is in arrears or in default to the District on any contract, debt, or other obligation, or if the Proposer is debarred by the District from consideration for a contract award. All bidders should provide an assurance that their organization has no unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24. If the representations in this Section are false, any contract is void and any funds paid to the Proposer must be immediately repaid to the District.
- o. Proposals are subject to public disclosure after the final ranking in accordance with state law. All information contained in any submitted bid, request for proposal, or request for qualifications document to the District will be available in response to a valid public record request. All Proposers are hereby advised that any information that they may consider to be confidential or proprietary and

would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted.

- p. The District, in its sole discretion, reserves the right to request any supplementary information it deems necessary to evaluate the Proposer's experience, qualifications, or to clarify or substantiate any information contained in the Proposer's submittal. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-clarity by the Proposer with this RFP, instructions, and all conditions of the submission shall be construed against the Proposer and shall be interpreted in the light most favorable to the District.
- q. The District has established the following RFP schedule:
 - i. Issued 12/2/22
 - ii. Facility Walkthrough Upon request
 - iii. Deadline for Questions 12/16/22
 - iv. Deadline for Submission 12/21/22 at 12:00pm
 - v. Selection of CMR 12/22/22
 - vi. Construction Services Begin 1/2/23

III. TERMS AND CONDITIONS

A. CONTRACT TERM. The contract shall be in effect for 18 months with the option to renew for intervals of 30 days if both the Proposer and the District agree to do so in writing. The timing of the work shall be as set forth on Exhibit A.

B. IRREVOCABLE PROPOSAL. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to provide to the District the services set forth in the Scope of Work.

C. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the District shall have the right to terminate its contract by specifying the date of termination in a written notice to the Contractor at least thirty (30) days before the termination date.

D. CONTRACT TO INCLUDE RFP TERMS. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the District and shall contain, at a minimum, the applicable provisions of this RFP. The District reserves the right to reject any agreement that does not conform to this RFP and to any District requirements for agreements and contracts.

E. ASSIGNMENT. Proposer will not assign any contract with the District, or any part thereof, or any of the money due under any contract without the prior written consent of the District and Proposer's sureties, endorsed on any contract with the District but will keep the same under Proposer's personal control. Proposer acknowledges and agrees that no right under any contract with the District, or to any moneys or orders due or to become due hereunder, shall be asserted against the District or any of its board members, employees, agents, insurers or assigns thereof, by reason of any so-called assignment, in law or equity or any contract with the

District or any party thereof or of any moneys or orders payable thereunder, unless such assignment shall have been authorized by the written consent of the District and Proposer's sureties endorsed on any contract with the District. At the time of entering into a contract with the District Proposer shall further agree that no person other than Proposer now has any claim thereunder and that no claim shall be made excepting under this specific clause of any contract with the District.

F. INSURANCE REQUIREMENTS. The Proposer shall not commence any work under any contract with the District until it has obtained all insurance required under this Section and such insurance has been approved by the District. Contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required for coverage of the subcontractor has been so obtained and approved. Insurance coverage shall be as follows:

- i. Employer Liability: \$1 Million
- ii. Comprehensive General Liability: Proposer shall maintain Comprehensive General Liability and Comprehensive Automobile Liability insurance covering all operations directly or indirectly incident to the work under any contract with the District, whether such operations be by the Proposer, by any subcontractor, or by anyone directly or indirectly employed by either of them. Such insurance coverage shall be maintained in the types and amounts specified for all work sublet, either by furnishing endorsements on Proposer's own liability insurance coverage or by requiring any subcontractor to furnish their own liability insurance of the types and in the amounts specified. Such Comprehensive General Liability and Comprehensive Automobile Liability insurance shall provide coverage against claims for damages for personal injury, including accidental death, and for property damage which may arise from any operations under any contract with the District. Such coverage, shall include, but not be limited to: (a) claims arising after the Proposer and any subcontractors have completed their work; (b) claims for property damage arising from excavation or tunneling operations; (c) claims for property damage to any property above or below the surface of the ground; and (d) claims arising from liability assumed by the Proposer under any contract with the District, including third party beneficiary liability coverage. Coverage amounts shall be as follows:
 1. Personal Injury \$1/\$2 Million each occurrence/aggregate
 2. Automobile Single Limit \$1 Million
 3. Umbrella \$5 Million each occurrence
- iii. Workers' Compensation: Proposer shall obtain and maintain during the life of any contract with the District, workers' compensation insurance for all of its employees employed to provide any services under any contract with the District in an amount not less than that required by Ohio law. In the event any portion of the Scope of Work is sublet, Proposer shall require any subcontractor to similarly provide workers' compensation insurance for all of its employees unless such employees are covered by the protection afforded by the Proposer.

G. NONDISCRIMINATION. In the hiring of employees for the performance of work under any contract or any subcontract, Proposer shall not discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates, by reason of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Proposer must include in any and all subcontracts a provision similar to the above.

H. INDEMNITY. Proposer shall indemnify, defend and hold harmless the District, its board members, agents, employees, insurers and assigns from any demand, action, charge, claim, cause of action, suit, damages, losses and/or expenses of any kind whatsoever, including reasonable attorney's fees and any claim for worker's compensation, arising or resulting from any act or omission of Proposer, its employees, subcontractors, and associates and resulting from the presence of any individual performing work for the District. Proposer's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the District, its board members, agents, employees, insurers and assigns are legally entitled. Further, nothing herein shall be construed to reduce the District's immunity under Chapter 2744 of the Ohio Revised Code.

I. PROPOSER NOT RELEASED BY SUBCONTRACTORS. No subcontractors shall under any circumstance relieve Proposer of its liabilities and obligations under any contract with the District; should any subcontractor fail to perform the work undertaken by it in a satisfactory manner, the District may, at its option, end and terminate such contract. The subcontractor shall be governed by all requirements governing the general contractor.

J. NO EMPLOYMENT RELATIONSHIP. None of Proposer's employees, agents, subcontractors, or assigns performing any work under any contract with the District shall be considered employees of the District with respect to any federal, state or local laws. Proposer shall be responsible for and/or pay any wages, benefits, charges, fees and/or taxes, including social security taxes, workers' compensation taxes, unemployment taxes, health care charges/taxes, and/or any other governmental charges or taxes required to be paid on behalf of Proposer's employees, subcontractors, agents or assigns performing any work under any contract with the District.

K. SUPERVISION AND INSPECTION: Proposer shall consult with the Point of Contact concerning scheduling and details of all work. Proposer shall have a competent person in charge of the work at all times to whom the Point of Contact or designee may issue directives, and who shall accept and act upon such directives.

L. NOTIFICATION: Proposer shall notify the District of any operational or safety matter that may be found on any area. Further, public requests, complaints or advice

received by Proposer concerning any facility matter shall be passed on to the Point of Contact within 24 hours.

M. PERSONNEL: All personnel that Proposer employs must be properly trained to perform the required job and tasks and shall be neat in appearance. The use of tobacco products, consumption of alcoholic beverages or use of illegal drugs on the job and District property shall be prohibited. The use of profane language shall not be tolerated. All employees of the Proposer and subcontractors are expected to be professional and courteous to the public at all times and should under no circumstances interact with students on the property during school hours. All employees of the Proposer and subcontractors must have a criminal background check performed to ensure they do not have a criminal offense that would prohibit them from being on school premises.

N. EQUIPMENT AND PROCEDURES: All equipment and procedures used must be in good order and shall comply with OSHA or the Bureau of Workers Compensation standards. The proper equipment shall be used to do the job correctly and it shall be removed from the job site when employees leave the site. Appropriate personal protective equipment shall be worn.

O. CONFLICT OF INTEREST: Proposer certifies to the District by submitting a proposal for this contract that no member of the Proposer's family or business is an employee of the District, nor is any owner of the Proposer's business related to any official or employee of the District involved in the decision, signing, or supervision of said contract and that the formation of a contract with the District will not violate any of Ohio's ethics laws and/or Ohio Revised Code Section 3313.33.

P. PAYMENT: Invoices indicating date, time and work performed may be submitted monthly and will be paid within 30 days. Invoices should be made out to Patriot Preparatory Academy.

IV. CONSTRUCTION MANAGER AT RISK RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Pre Construction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and

shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction;

and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 3.2. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Pre Construction Phase services for the Owner's review and approval.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval. For those subcontracts to be awarded on a competitive bid or best value basis, Construction Manager to attempt to obtain a minimum of three (3) competitive bids for each sub-trade category unless otherwise authorized by the District.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 (Left Blank Intentionally)

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.2 Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Control Estimate for the Owner's and Architect's review, and the Owner's approval. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Construction Manager shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 3.2.2 The Control Estimate shall include:

- .1** the documents enumerated will including all Modifications thereto;
- .2** a list of the assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 3.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- .3** a statement of the estimated Cost of the Work organized by trade categories or

systems, and the

Construction Manager's Fee;

.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequence and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements;

.5 a date of Substantial Completion, if not established in accordance with Section 3.3.1.3; and

.6 contingencies for further development of design and construction, as required by Section 3.2.4.

§ 3.2.3 The Construction Manager shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is approved by the Owner, the Owner shall acknowledge its approval in writing. The Owner's approval of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 3.2.4 To the extent that the Contract Documents are anticipated to require further development, the Control Estimate shall include the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 3.2.5 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 3.2.6 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, unless the Owner provides prior written authorization for such costs.

§ 3.2.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 The date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's approval of the Control Estimate or, prior to acceptance of the Control Estimate, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to approval of the Control Estimate.

§ 3.3.1.3 Substantial Completion

§ 3.3.1.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

By the following date: June 30, 2024

§ 3.3.1.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work Substantial Completion Date

- Commence Construction by April 30, 2023
- Building Rough Shell by September 30, 2023
- Interior Rough by January 31, 2024
- Interior Finishes by June 30, 2024

§ 3.3.1.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section 3.3.1.3, liquidated damages, if any, shall be assessed.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

V. EVALUATION CRITERIA FOR SELECTION

A. Selection Criteria: The Construction Manager will be selected using (i) qualifications-based process from the Request for Qualifications (“RFQ”) submission and (ii) best value process from the Request for Proposal submission. The best value criteria used in evaluating proposals will include such factors that are determined to derive or offer the greatest value to the State and Owner, combining both qualifications and fee.

B. Interview: After submitting responses to the RFP, the short-listed firms may be interviewed by the Construction Evaluation Committee as delegated by the governing authority. The purpose of the interview will be to meet the proposed Project team, become familiar with key personnel, and understand the project approach and ability to meet the stated objectives for the Project. Please be prepared to discuss with specificity the firm’s capacity to conduct this work in compliance with the timetable and budget.

C. Cancellation and Rejection: The Contracting Authority reserves the right to reject all proposals and cancel at any time for any reason this solicitation, any portion of this solicitation or any phase of the Project. The Contracting Authority shall have no liability to any proposer arising out of such cancellation or rejection. The Contracting Authority reserves the right to waive minor variations in the selection process.

EXHIBIT A

SCOPE OF WORK

This Project creates a 24,000 square foot, two-story East Wing addition connected to Patriot Preparatory Academy's existing facility. The first floor has a vestibule and stairwell, five collaborative learning spaces, including two performing arts rooms, a library media center, an intervention room, and a multi-use "Cafegymatorium." The second floor has a vestibule and stairwell, five instructional classrooms, two sets of restrooms, janitorial and other storage, and a teacher's lounge. The building use group is Education Use, and Type 2B Construction and will include the installation of sunshades and skytubes. The site will need an additional 60+ parking spaces. Conceptual drawings of the project and preliminary Construction drawings may be found at www.patriotprep.com under "Phase 3 Addition".

The District selected Keiser Design Group as the project Architect. They completed both the Project pre-planning and are actively developing the Construction drawings. The District anticipates commencement of construction by Spring 2023 and construction completion on or before June 2024. Construction completed outside of the current school building are permitted during any hours allowed by law, but no additional compensation will be paid for work performed on evenings and weekends. Any construction in spaces where students may be located, must be scheduled with the Point of Contact to ensure that student safety is maintained.