

Boiling Springs High School

Business Proposal

Beaufort County School District

Capital Renewal Renovation & Modification Projects

Pre-construction & Construction Management Services

RFP #22-004 | September 9, 2021 at 4:00 PM
Construction Management At-Risk Services

Thompson Turner Construction



Brookland-Cayce High School
Auditorium Renovation

FEES & COST

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The Proposal must address the following:

Pre-Construction services will vary from project to project depending on the scope and complexity of each project. Services will include field verification, constructability reviews, and cost estimating. Provide hourly rates for the following services:

a. Estimating_____$85.00 per hour
b. Field Verification_____$90.00 per hour
c. Constructability Reviews_____$90.00 per hour
d. Project Management (during pre-construction)_____$104.00 per hour

Once project scopes are more defined, the Owner may solicit a fixed price estimate or proposal for the above and or other related services from the contractor for each assigned project.

a. For the project scope described in Section II of this RFP: Assume that the "Cost of the Work" as defined in Article 6 of the AIA B133-2019, except for a 100% performance bond and a 100% payment bond is $10.5 million. Assume the project schedule is as stated in Section II of this RFP, above. State the Construction Phase Fee (as a percentage of the Cost of the Work) your firm would propose and state your cost of the 100% performance and 100% payment bonds for the project.

b. In addition, provide fees (as % of cost of work) for the following project costs:
$1 million - $5 million
$5 million - $10 million
$10 million - $15 million
$15 million - $20 million
$20 million - $25 million

Construction Phase fees shall include all overhead and profit associated with the project (Project Manager, home office administration, etc). Only 100% site-based labor will be allowed as part of the cost basis for the project. The owner reserves the right to review staffing of each project prior to finalizing the contract(s).

Note: While the project package may include multiple school sites and projects, the fee for that package shall be based on the total volume amount of the package (i.e. the percentage fee for a $5 million package consisting of five $1 million school pages shold be based on the total scope of $5 million). Projects added to the package at a later date will be based on the fee associated with the resulting total package value.

8.0 BIDDING SCHEDULE / PRICE BUSINESS PROPOSAL:

Pre-Construction Phase Service Fee: $ Per Section 4.0.1.7 of the RFP, please see above hourly rates for Preconstruction Services or if the District desires a lump sum fee for preconstruction it would be 0.45% of construction cost.

Construction Phase Service Fee ($10 Million Cost of the Work)

Plus cost of Performance & Payment Bonds: $ 440,000

Fees as % of Cost of the Work:

Project Cost:	
$1,000,000 - $5,000,000	5.3%
$5,000,000 - $10,000,000	4.25%
$10,000,000 - $15,000,000	3.95%
$15,000,000 - $20,000,000	3.75%
$20,000,000 - $25,000,000	3.60%

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:
(Name, legal status and address)

Thompson Turner Construction
100 N. Main Street
Sumter, SC 29150

SURETY: Continental Casualty Company
(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Beaufort County School District
2900 Mink Point Blvd
Sumter, SC 20002

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

RFP #22-004, Capital Renewal Renovations and Modifications Projects Pre-construction / Construction Phase Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of September, 2021.

Laurie E. Hussey
(Witness)

Debbie Anderson
(Witness) Debbie Anderson

Thompson Turner Construction
(Principal) *(Seal)*
By:
(Title)

Continental Casualty Company
(Surety) *(Seal)*
By:
(Title) Rebecca E. Cano, Attorney-in-Fact

THOMPSON TURNER CONSTRUCTION GROUP INC. SOUTH CAROLINA CORPORATE SEAL 2006

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Rebecca E. Cano , **Individually**

of ,Columbia, SC , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Thompson Turner Construction
Obligee: Beaufort County School District

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 9th day of September, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "



Thompson Turner
Construction

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