

STRIDE Academy Building Company



REQUEST FOR PROPOSAL FOR GENERAL CONTRACTOR SERVICES

Public Charter School Athletic Field

For the Project titled:
STRIDE Academy Athletic Field

Located at
3241 Oakham Lane
St. Cloud, MN 56301

SUBMITTAL DUE DATE
August 19, 2024 (5:00 PM CDT)

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SECTION I – KEY INFORMATION ABOUT RFP

About STRIDE Academy. STRIDE Academy is a Kindergarten – 8th grade public charter school in St. Cloud, MN serving 541 students from predominately low-income communities. STRIDE Academy is currently in its nineteenth year of operation and is authorized by Pillsbury United Communities.

In 2016, STRIDE Academy formed an affiliated building company and purchased and improved the school property at 3241 Oakham Lane St. Cloud, Minnesota. In 2022, STRIDE Academy Building Company acquired two adjacent parcels to provide needed outdoor play space and room for potential future expansion.

Now, in 2024, STRIDE Academy Building Company currently seeks to complete the installation of a 30,780 square foot athletic field and site improvements to meet athletic and physical education needs of the school. STRIDE Academy Building Company is requesting that proposals provide options for Option 1) Natural Grass Field with irrigation and Option 2) Synthetic Turf field.

The total cost of the project and related costs is estimated at \$200,000 for the natural grass field and \$550,000 for the synthetic turf field . ***This RFP is focused on the athletic field development of the STRIDE Academy campus located at 3241 Oakham Lane St. Cloud, Minnesota 56301 (the “Project”).***

Existing Conditions, Site Plan, Grading Plan, Erosion Control Plan, Storm Water Plan, and square footage allocations are provided in Attachment A. A preliminary Geotechnical Evaluation and Soils Report is provided in Attachment B.

Please visit www.strideacademy.org to learn more about STRIDE Academy

- (1) **SCOPE OF SERVICES.** TenSquare, LLC (“TenSquare”) has been retained by STRIDE Academy Building Company to issue this Request for Proposal (RFP) for construction management services for the athletic field at the STRIDE Academy campus.

STRIDE Academy Building Company has engaged Westwood Professional Services, Inc. (“Westwood”) for civil engineering services. Westwood has completed the site plan based on the programmatic and physical needs of STRIDE Academy. The results of this work will form the basis for each Proposer’s submittal. STRIDE Academy is seeking to ideally complete the project in Fall 2024 but would complete in spring 2025 if absolutely necessary.

The following exhibits are attached for additional information on the Project:

- Attachment A – Existing Conditions, Site Plan, Grading Plan, Erosion Control Plan, Storm Water Plan
- Attachment B – Geotechnical Evaluation

- (2) **RFP CONTACT.** The RFP Contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the General Contractor.

STRIDE Academy Building Company
C/O Eric Skanson, Executive Director
STRIDE Academy
at 3241 Oakham Lane
St. Cloud, MN 56301
(320) 230-5340
eskanson@strideacademy.org

With Electronic Copy to:
Sean Elder
TenSquare, LLC
sean@thetensquaregroup.org
(612) 251-3139

(3) **SUBMISSION DEADLINES AND PROCUREMENT TIMETABLE.** The following dates are set forth for informational and planning purposes; however, STRIDE Academy Building Company reserves the right to change the dates.

- | | |
|---|-------------------------------|
| ▪ Issue RFP for GC Services | August 12, 2024 |
| ▪ Deadline for Submitting Questions | August 16, 2024 |
| ▪ RFP Submission Deadline | August 19, 2024 (5:00 PM EST) |
| ▪ Presentations and Interviews (if necessary) | August 21, 2024 |
| ▪ GC Award: | August 22, 2024 |

(4) **NUMBER OF COPIES.** Submit one (1) electronic copy via email to sean@thetensquaregroup.com

(5) **SUBMIT PROPOSALS TO:**
TenSquare, LLC
Attention: Sean Elder
1400 Van Buren St. NE #200
Minneapolis, MN 55413
sean@thetensquaregroup.com

(6) **RIGHT TO CANCEL.** STRIDE Academy Building Company reserves the right to cancel this procurement process whenever the best interest of STRIDE Academy Building Company is served. STRIDE Academy and STRIDE Academy Building Company shall not be liable for costs incurred by proposers associated with this procurement process.

(7) **CONFIDENTIALITY.** This RFP and all accompanying materials contain confidential information and are to be treated as such by the Proposer. Proposer acknowledges that this RFP, including without limitation any addendum or correction to this RFP, or oral information about the RFP, are STRIDE Academy Building Company's proprietary and confidential information. In no event may STRIDE Academy Building Company's proprietary and confidential information be disseminated, copied or made available in any form to anyone other than Proposer's authorized employees (on a "Need To Know" basis) and subcontractors unless express written permission is granted by STRIDE Academy Association. Reproduction, distribution, or disclosure outside Proposer's company is prohibited

without STRIDE Academy Building Company's prior written consent.

Further, all questions related to this RFP are to be requested of TenSquare, via email. Proposers are to refrain from contacting city agencies or other individuals, agencies, organizations for anything related to this project. Failure to follow these rules will result in disqualification.

SECTION II – DESCRIPTION OF THE PROJECT

- (1) **PROJECT (“PROJECT”).** STRIDE Academy Building Company currently seeks to complete the installation of a 30,780 square foot athletic field and site improvements to meet athletic and physical education needs of the school. STRIDE Academy Building Company is requesting that proposals provide options for Option 1) Natural Grass Field with irrigation and Option 2) Synthetic Turf field.

The total cost of the project and related costs is estimated at \$200,000 for the natural grass field and \$550,000 for the synthetic turf field . ***This RFP is focused on the athletic field development of the STRIDE Academy campus located at 3241 Oakham Lane St. Cloud, Minnesota 56301 (the “Project”).***

- (2) **PRELIMINARY SCHEDULE FOR COMPLETION FOR THE PROJECT.** Site Work is expected to commence by September 16, 2024 with substantial completion of the athletic field for use by October 31st, 2024
- (3) **PROPOSED BUDGET FOR THE PROJECT.** General Contractor will be selected pursuant to this RFP and contract will consist of a negotiated Scope of Work. The total cost budget for the Scope of Work will be less than \$200,000 for the natural grass field and \$550,000 for the synthetic turf field.
- (4) **AGREEMENT FOR DESIGN-BUILD SERVICES.** Following the GC Award, STRIDE Academy Building Company anticipates the General Contractor will enter into Agreements for Design-Build Services (“Design-Build Agreement”). The Agreement will provide for the delivery of design and construction services to complete the Project and shall permit the assignment of the Agreement to STRIDE Academy Building Company and its lenders (where applicable).
- (5) **SCOPE OF WORK.** Submission by a General Contractor should fully understand the scope of the work as presented herein. The General Contractor will be responsible for directing and coordinating all required consultants to achieve a fully functioning, complete building in accordance with the approved plans, specifications and schedule.
- (6) **CONTRACT REQUIREMENTS.** The successful General Contractor will be required to comply with the following major phases upon award of a contract:
1. Cost Estimating
 3. Construction Documents and Guaranteed Maximum Price (GMP)
 4. Construction Administration
 5. Project Closeout

STRIDE Academy Building Company believes that all major components for a complete design of the athletic field will be required, including but not limited to:

1. Site Improvements
 2. Exterior hardscapes and softscapes
- (7) **CONTRACT GUARANTEED MAXIMUM COST PROPOSAL.** It is anticipated that the General

Contractor will agree to a Guaranteed Maximum Price ("GMP") to be included in the Design-Build Agreement.

(8) **INSURANCE REQUIREMENTS.** The General Contractor insurance requirements shall be in accordance to Exhibit A, attached hereto.

(9) **WAGE SCALE REQUIREMENTS.** There are no specific requirements for Wage Scale for this project.

SECTION III – FORM OF PROPOSAL

(1) RFP PROCESS.

- a. For purposes of this RFP, General Contractor is referred to as Proposer. STRIDE Academy Building Company anticipates the General Contractor will enter into Agreements for Design-Build Services (“Design-Build Agreement”) with STRIDE Academy Building Company following the selection of a General Contractor.
- b. As part of the Proposal, Proposers are required to submit their past performance history and qualifications for consideration by STRIDE Academy Association. Attached hereto as Attachment A and Attachment B, define Existing Conditions, Site Plan, Grading Plan, Erosion Control Plan, Storm Water Plan, Geotechnical Evaluation and Soils Report. STRIDE Academy Association will evaluate the Proposals using the criteria established herein.

(2) SUBMITTAL REQUIREMENTS. The following components or items must be incorporated into the proposal.

- a. **COVER LETTER/EXECUTIVE SUMMARY.**
 1. Statement of interest in the Project;
 2. Identification of the point of contact for this RFP process with telephone number and email address;
 3. Name, address, telephone, email and website for the firm;
 4. Signature of a duly authorized principal
- b. **FEE PROPOSAL.**
 1. Electronic Copy of Estimated Budget for Option 1) Natural Grass Field with irrigation and Option 2) Synthetic Turf field.
 2. Scope of Services including items not included in budget
 3. Include ADD Alternate Estimates for the following scopes of work:
 - a. New Sidewalk on west exterior of school building providing access to field
- c. **EVIDENCE OF PAST PERFORMANCE AND CAPACITY OF PROPOSER'S CONSULTANTS: MEP ENGINEERS, AND ENVIRONMENTAL CONSULTANTS.**
 1. Provide description of key consultants and subcontractors who will be providing services. Include: company name/address; proposed project role; and staff available for assignment to the Project.
- d. **PROJECT APPROACH AND METHODOLOGY.** Proposer must include a description of Proposer’s approach to the Project, including:
 1. **PRE-CONSTRUCTION.** Include a description of how the Builder would expect to interact with the Owner related to: Cost estimating, cost control and change management; value engineering analysis; Scheduling Compliance and Control

including examples of schedule monitoring techniques; Obtaining building permits and all other regulatory approvals; Regulatory environmental and permitting management.

2. **CONSTRUCTION.** Proposed schedule and budget/cost control approach.

e. **BONDING CAPACITY.** Furnish a letter confirming bonding capacity in an amount in excess of total cost for the Project.

(3) **EVALUATION CRITERIA.** STRIDE Academy Association will review and evaluate the proposals in accordance with the following criteria.

- a. Experience and past performance with other Minnesota charter school athletic field projects (20%)
- b. Experience with design-build projects (20%)
- c. General conditions, fees, and estimated of overall project costs based on drawings and specifications to date (40%)
- d. Capacity to complete construction during required time frame without incurring overtime (20%)

EXHIBIT A – INSURANCE REQUIREMENTS

The General Contractor must provide and maintain at General Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, the insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time General Contractor or its subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by STRIDE Academy. General Contractor and all subcontractors of every tier will specifically name STRIDE Academy and others as may be required by STRIDE Academy as Additional Insured.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a Waiver of Subrogation.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. General Contractor and all subcontractors of every tier will specifically name STRIDE Academy and others as may be required by STRIDE Academy as Additional Insured using ISO CG2010 0413 and CG2037 0413. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a Waiver of Subrogation as required below.

Contractors must provide copies of this endorsement with the certificate of insurance required below. Contractors must ensure that subcontractors maintain this endorsement on their policies.

Subcontractors performing work for General Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the General Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. STRIDE Academy and others as may be required by STRIDE Academy are to be named as Additional Insured on a primary, non- contributory basis.

Subcontractors performing work for General Contractor must maintain limits of no less than \$1,000,000 per occurrence with the same terms herein.

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The General Contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of General Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include STRIDE Academy and others as may be required by STRIDE Academy, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for on-going and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for General Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) Professional Liability

When General Contractor performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing professional work for General Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) Builders Risk

General Contractor must provide All Risk Builders Risk Insurance or Installation Floater on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

STRIDE Academy will be Named Insured on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and may only be cancelled with the written permission of STRIDE Academy, even if the Project has been put to its intended use.

The General Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by General Contractor.

7) ADDITIONAL REQUIREMENTS

General Contractor must furnish STRIDE Academy original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. The General Contractor must submit evidence of insurance to STRIDE Academy prior to Contract award. The receipt of any certificate does not constitute agreement by STRIDE Academy that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of STRIDE Academy to obtain certificates or other insurance evidence from General Contractor is not a waiver by the STRIDE Academy of any requirements for the General Contractor to obtain and maintain the specified insurance. The General Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve General Contractor of the obligation to provide insurance as specified in this contract. Non- fulfillment of the insurance conditions may constitute a breach of the Contract, and STRIDE Academy retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to STRIDE Academy in the event coverage is substantially changed, canceled, or non-renewed. STRIDE Academy reserves the right to obtain copies of insurance policies and records. Any deductibles or self-insured retentions on referenced insurance must be borne by General Contractor. All self-insurance, retentions and/or deductibles must conform to these requirements.

The General Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against STRIDE Academy, their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by General Contractor in no way limit the General Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by STRIDE Academy will not contribute with insurance provided by the General Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If General Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The General Contractor must require all subcontractors to provide the insurance required herein, or General Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of General Contractor unless otherwise specified in this Contract.

If General Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost. General Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to STRIDE Academy as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status

ATTACHMENT C
The Bidder's Fee Proposal
is as follows:

- A. The General Contractor's Preconstruction Phase Fee is: \$_____ and the bidder acknowledges that the Preconstruction Fee _____ (will or will not) be waived upon award of the GMP.
- B. The General Contractor's Fee for construction phase services is _____% of the Cost of Work.
- C. The method of adjustment of the General Contractor's Fee for changes in the Work is _____% on changes in the Work beyond the first \$_____.
- D. The limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work are _____%.
- E. If the actual Cost of the Work (excluding Allowances, of which 100% of the un-used value shall be credit to the Owner) plus the General Contractor's Fee, is less than the Guaranteed Maximum Price ("Savings"), then _____% of all such Savings will be kept by the Owner and _____% of such savings will be paid to the General Contractor as part of its Final Payment.
- F. The total estimated cost of the General Contractor's general conditions \$_____

This budget is set forth under the assumption that the construction duration is _____ weeks. The estimated daily total general conditions is \$ _____ per day.

ATTACHMENT D

ESTIMATED BUDGET BASED ON DRAWINGS AND SPECIFICATIONS TO DATE:

Division 1 General Conditions	_____
Division 2 Sitework/Landscape	_____
Division 3 Concrete	_____
Division 4 Masonry	_____
Division 5 Metals	_____
Division 6 Wood and Plastics	_____
Division 7 Thermal & Moisture	_____
Division 8 Doors and Windows	_____
Division 9 Finishes	_____
Division 10 Specialties	_____
Division 11 Equipment	_____
Division 12 Furnishings	_____
Division 13 Special Construction	_____
Division 14 Conveying Systems	_____
Division 15 Mechanical	_____
Division 16 Electrical	_____
Subtotal	_____
Building Permit	_____
Bonding	_____
Insurance	_____
Construction Contingency	_____
OH & Profit	_____
Estimated Total	_____

Include Add Alternate Estimates for the following scopes of work:

- a. New Sidewalk on west exterior of school building providing access to field