Request for Qualifications

Construction Management At-Risk
For Multipurpose Addition
RFQ# 0001

NOTICE

The Board of Directors for Hogan Preparatory Charter Schools will accept qualification proposals for construction management at-risk services as described herein and in accordance RSMo § 67.5050. Qualified organizations ("Respondent") are invited to submit four (4) bound hard copies of formal qualifications proposal marked "Copy", one (1) unbound hard copy marked "Original", and one (1) flash drive in PDF format which contain the organizations entire response.

QUALIFICATIONS SUBMITTAL SHALL BE LABELED "QUALIFICATIONS-CONSTRUCTION MANAGER AT-RISK FOR MULTIPURPOSE ADDITION"

AND ADDRESSED TO:

ATTN: CYNTHIA WIEDERHOLT, PROJECT MANAGER
ESKIE AND ASSOCIATES
12260 STATE LINE ROAD
LEAWOOD, KS 66209

PROPOSALS MUST BE RECEIVED BY:

11:00 am CST, Friday, August 29, 2025

Written questions for this RFQ may be directed to:

Attn: Cynthia Wiederholt, Project Manager
email: Cynthia@eskieandassociates.com

General Academy Information

https://www.hoganprep.net/

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REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER AT-RISK
RFQ# 0001
CERTIFICATION FORM

The Board of Directors for Hogan Preparatory Charter Schools will accept qualification proposals for construction management at-risk services as described herein and in accordance RSMo § 67.5050.

QUALIFICATIONS SUBMITTAL SHALL BE LABELED "QUALIFICATIONS-CONSTRUCTION MANAGER AT-RISK FOR MULTIPURPOSE ADDITION"

AND ADDRESSED TO:

ATTN: CYNTHIA WIEDERHOLT, PROJECT MANAGER
ESKIE AND ASSOCIATES
12260 STATE LINE ROAD
LEAWOOD, KS 66209

PROPOSALS MUST BE RECEIVED BY:

11:00 am CST, Friday, August 29, 2025

The Board reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the Board.

The Undersigned certifies that he/she has the authority to bind the company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below. Respondents are required to complete, sign, and return this form with the proposal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone	Date Tax ID#
E-mail	Entity Type

PART I: INTRODUCTION AND PROCESS

1. Executive Summary

The Board of Directors for Hogan Preparatory Charter School will accept qualifications for a Construction Manager At-Risk (CMAR) service for a new multipurpose addition to Hogan Preparatory Academy High School.

Hogan Preparatory Academy will accept qualifications submissions for CMAR in accordance with RSMo § 8.8681, RSMo § 34.600, RSMo § 67.5050, RSMo § 177.086, RSMo § 285.530, RSMo § 290.210.340, and RSMo § 292.675 as described in the attached request. Communications with the Board members and/or other School Staff in an effort to sway or influence the decision of the committee is prohibited and will result in rejection of the submission.

The process for selection outlined in this request for qualifications is intended to provide the selection recommendation team with maximum flexibility in determining the best firm and value for the project while maintaining the integrity of the state statute outlined above.

Respondents who provide timely qualifications proposals must understand that if they are selected to provide an RFP, that the Respondent's deadline to provide their proposals will coincide with the date of interviews.

2. Information about Hogan Preparatory Academy

Founded in 1942 and located in the heart of Kansas City, Hogan Prep High School was originally called Bishop Hogan. It was named after John Joseph Hogan, the first Bishop of the Diocese of Kansas City, Missouri. Bishop Hogan operated as a private Catholic school until 1998. In 1999, Bishop Hogan became a public charter school and was renamed Hogan Preparatory Academy. While Hogan Prep initially served only high school students, the school has grown to include grades K-12. The middle school, grades 6-8, was introduced in 2011. And the elementary school, grades K-5, opened in 2013. Starting in 2019, Hogan Prep began partnering with Operation Breakthrough to provide Pre-K services for children planning to attend the elementary school.

In the spring of 2023, following discussions between the Commission and HPA's board, the decision was made to hire Phalen Leadership Academies (PLA) as a Charter Management Organization. PLA began managing HPA starting in the 2023/24 school year.

Today, Hogan Preparatory Academy is responsible for educating 845 students. Hogan Prep is a Title I school with a 100% free and reduced meal program. Student demographics show that 90.2% of students are Black or African American, with the other 10% being a mixture of Hispanic/Latino/a, multi-racial, Native American, or white. 11.2% of students are receiving special education services, 1.2% are English language learners, and 9.1% are homeless.

3. Construction Management at Risk Selection Timeline

The phasing listed below is the selection recommendation committee's estimation of time required to complete the selection process. All efforts shall be made to abide by this schedule; however, it is subject to change if necessary.

Phase One – Request for Qualifications (RFQ) of Construction Managers

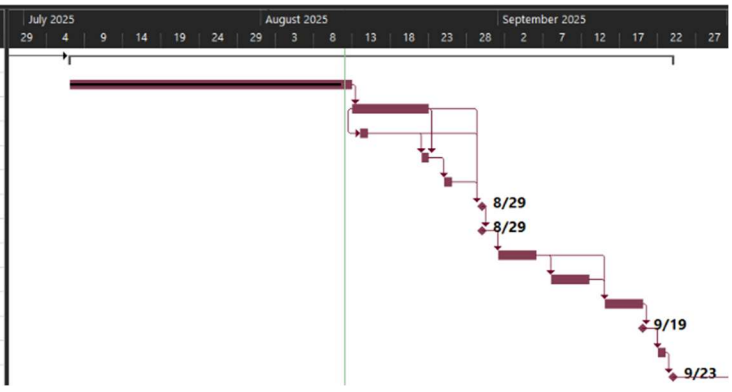
- Notification of Intent to Utilize CMAR – 8/13/25
- RFQ's Distributed to direct send CMAR Firms – 8/14/25
- Qualification Proposals Due - 08/29/25 at 11:00 am CST
- Public Reading of received RFQ's – 08/29/25 at 11:01 am CST
- Notification of Responders Invited to Phase 2 – 09/05/25

Phase Two – Interviews and Request for Proposals (RFP) by Construction Managers

- Site Visits – Responders may go and review the site at any time. Visits with the selection committee will be scheduled as requested. All responders are expected to have visited and posed any questions to the committee before RFP submission.
- Construction Manager Proposals Due at Interview – 09/17/2025 to 9/19/25
- Public Reading of Proposals – At conclusion of final interview on 9/19/25
- Construction Manager Award – 09/23/2025

4. High Level RFQ/RFP Timeline

Task Name	Start	Finish
Construction Management at Risk RFQ and RFP	**Mon 7/7/25**	**Tue 9/23/25**
Draft RFQ	Mon 7/7/25	Tue 8/12/25
Advertisement Run	Wed 8/13/25	Fri 8/22/25
Direct Send	Thu 8/14/25	Thu 8/14/25
Request for Clarification Due	Fri 8/22/25	Fri 8/22/25
Clarification Responses Posted	Mon 8/25/25	Mon 8/25/25
RFQ Due	Fri 8/29/25	Fri 8/29/25
RFQ Public Reading	Fri 8/29/25	Fri 8/29/25
RFQ Selection for RFP	Mon 9/1/25	Fri 9/5/25
Site Visit	Mon 9/8/25	Fri 9/12/25
Interviews	Mon 9/15/25	Fri 9/19/25
RFP Public Reading	Fri 9/19/25	Fri 9/19/25
Board Meeting	Mon 9/22/25	Mon 9/22/25
CMAR Selection	Tue 9/23/25	Tue 9/23/25



PART II: PROJECT SCOPE

1. Multipurpose Addition

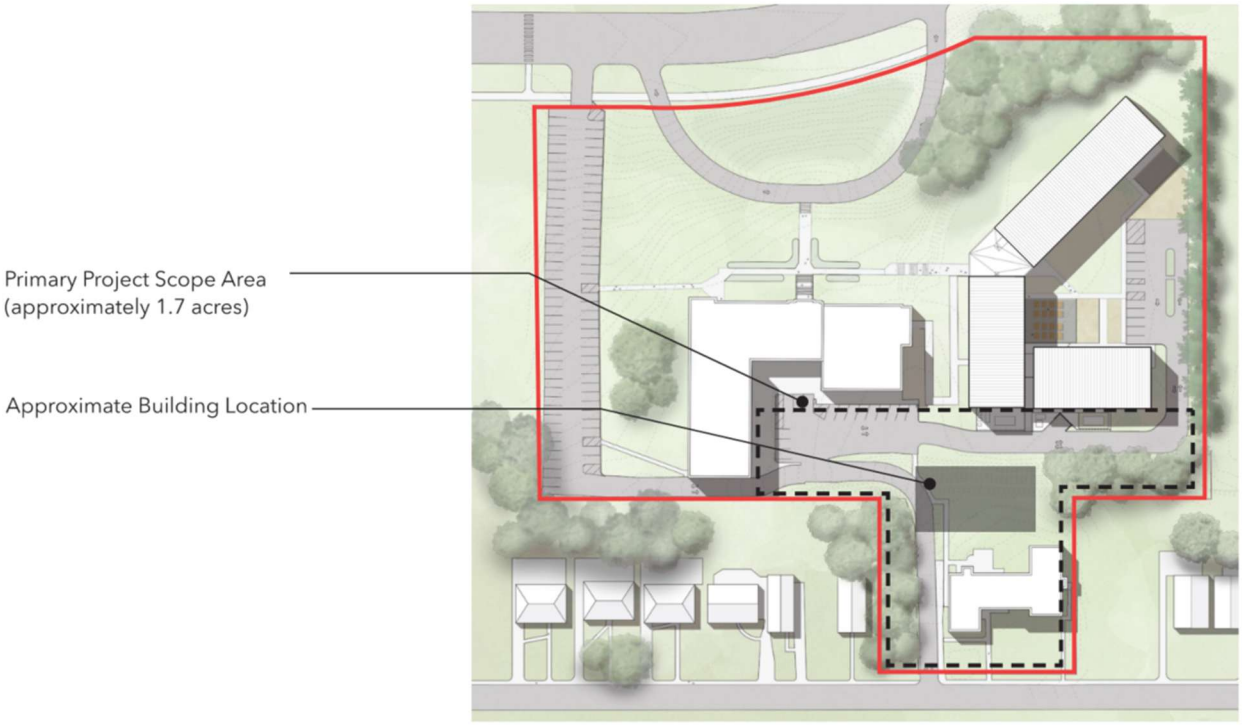
The proposed multipurpose addition is intended to be a two-story building that will include but is not limited to the criteria below.

1. Gym with Volleyball floor system
    a. 120L x 120W.
    b. Two courts (one regulation and two side courts)
    c. Gym Surface painted with basketball and volleyball lines (main court and side courts)
    d. Retractable gym curtain divider (allows two gym classes to be conducted at the same time)
    e. Six retractable goals hang from ceiling (hydraulic is best)
    f. 1 Volleyball with floor system and retractable ceiling system (Ceiling system is a convenience not a requirement)
    g. 2 Scoreboards with shot clock system (1 is mandated with shot clock compatibility)
    h. Scorer's table incorporated into or next to bleachers system.
    i. Wall pads
    j. Bleachers that fold back – to be determined by district size requirements.
    k. AV is included into the space to be able to use as a teacher development space. (projector and display)
    l. Audio system for games.
2. Equipment storage room
3. Men's and Women's restroom
4. Coaches' office - minimum of one required, if one then needs to be large enough for multiple occupants. Two would be ideal if square footage allows.
5. Concession stand room with a refrigerated cooler.
6. Lobby entrance
7. 2 - 4 Locker rooms with restrooms
    a. One big 50 to 60 lockers (football) & 2 to 3 Smaller 25 to 30 lockers
    b. Showers included in the design.
8. Weight room 60 x 60
    c. TV or projection screen in weight room 2-4
    d. 8 to 10 power racks in weight room with plate holders (we could use current equipment if upgrade is not within budget)
    e. 8 to 10 rack platforms (we could use current equipment if upgrade is not within budget)
    f. 8 to 10 Olympic bars (we could use current equipment if upgrade is not within budget)
    g. Weight plates rubber (we could use current equipment if upgrade is not within budget)
    h. 8 to 10 benches (we could use current equipment if upgrade is not within budget)
9. Storage rooms for PE and football equipment.
10. Multi-purpose room (convenience not a requirement)
11. Walk-out doors to the rest of campus.

Miscellaneous Items

1. Security system with cameras
2. Hundl court cam
3. Trophy case for lobby (we can use current if upgrade not within budget)
4. Training room
5. To be used for convocation and all school assembly.
6. Security fence around the outside
7. Outside lighting
8. Utilities: Potential that electrical lines may need to be relocated due to construction.
9. Civil Engineering: Site is up on a hill and will present challenges.
10. Replacement of the existing parking lot is budget allows and works within master plan timelines.
11. Building structure selection is under review for cost effective and viable solutions regarding site work considerations.
12. Code review will determine if the existing building meets storm shelter requirements. If found there is not enough then the new structure will need to include storm shelter.

2. Site Plan



PART III: INSTRUCTIONS TO RESPONDENTS

1. RFQ Response Instructions

- Respondents are to a provide a sealed package of four (4) bound hard copies of formal qualifications proposal marked "Copy", one (1) unbound hard copy marked "Original", and one (1) flash drive in PDF format which contain the organizations entire response. The print and electronic versions should be identical. No proposals delivered by telephone, facsimile, or electronic delivery will be considered.
- Responses are to be limited to a maximum of 30 Pages. If additional pages are submitted the review committee will base evaluation on the first 30 pages. Front and back sides of the page may be used, for a total of 60 pages of content. The cover page and table of contents are included in the page count.
- Information provided by the Respondent must be responsive to the RFQ and relevant criteria.
- Respondents must address all information specified by this RFQ, organized in the order listed below, to be deemed qualified.
- Questions: Respondents are responsible for examining the qualification documents and request interpretation or clarifications via email soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. **Requests for question clarification must be received no later than 4:00pm CST, Friday August 22, 2025**. The email must contain this RFQ number, date, and numbered questions. All questions will be answered in an addendum posted to the Hogan Preparatory website on or before 4:00pm CST, Monday August 25, 2025.
    i. All questions shall be submitted to cynthia@eskieandassociates.com and will be addressed by the selection recommendation committee. Questions submitted to Board members and/or other School Staff will not be acknowledged and are strictly forbidden.
    ii. All addendum(s) must be signed and included with the submitted proposal. Any submissions without this signed may be considered non-responsive.
- **Proposals are due at 11:00 am CST, Friday, August 29, 2025**. Complete proposals should include the following.
    i. Title Page
    ii. Letter of Introduction
    iii. Table of Contents, including page numbers, with the following sections
        a. Corporate Information and Explanation of Firms Interest
        b. Relevant Experience with Similar Projects and Clients Proposed Team Members
        c. Overview of Preconstruction Services
        d. Overview of Construction Management Approach
        e. Proposed Safety Plan
        f. Staffing Plan and Proposed Contract Rates
        g. Quality Control Plan
        h. Local Business Utilization Plan
        i. Contingencies
        j. Self-Perform Plan
    iv. Signed copy of RFQ Addendum to acknowledge receipt. Addendum will be available on Hogan website after August 25, 2025.
    v. Signed copy of Attachment A.

- Ownership of all data, materials and documentation originated and prepared for the school pursuant to the RFP shall belong exclusively to the Hogan Preparatory Academy and be subject to public inspections in accordance with Missouri Sunshine Law.

2. Rights of the Hogan Preparatory Academy

a. The Hogan Preparatory Academy has the right to:
   i. Reject any and/or all proposals received in response to this RFQ.
   ii. Respond to inquiries for clarification purposes only and/or to request clarification, if necessary.
   iii. Waive minor irregularities if the selection committee determines that waiver would be in its best interest and would not result in unfair advantage for other respondents and potential respondents.
   iv. Select a proposal other than that with the lowest cost. The school reserves the right to incorporate terms and conditions it determines to be proper or necessary into any contract negotiated as a result of this RFQ and subsequent RFP.

3. Submitting a Response

In providing a qualified submission the respondent agrees to provide services in accordance with the project scope. The delivery and deadline for the responses shall be in accordance with the notice. Any responses delivered after the deadline will not be considered. Hogan Preparatory and/or selection recommendation committee are not responsible for lateness or non-delivery by the United States Postal Service or any other carrier to the delivery location. Eskie and Associates will time and date record the receipt of RFQ submissions. Detailed proposals, fees, and schedule(s) are not requested at this time and should not be included in your response. Should your firm be selected for the interview process fee information must be submitted sealed at your interview.

4. RFQ Qualifications/Proposal Requirements

a. **Corporate Information and Firms Interest**. Provide a company profile including areas of expertise and experience in providing construction management services to K12 entities in the State of Missouri. Please include the following information: Legal name and business address of the firm, primary contact person, title, email, and phone number. Confirm your firm's ability to meet project timelines, budgets, and design collaboration.
   Explain why your firm is interested in partnering with Hogan Preparatory Academy. Highlight unique features, capabilities, or innovations that will benefit the students, staff, and Hogan Preparatory Academy team. Include any other information that supports or emphasizes your qualifications and value to Hogan Preparatory Academy.
b. **Relevant Experience with Similar Projects and Clients.** Provide information on K-12 renovations, additions, or new building construction for schools similar to the program required within this RFQ. Include type and size of project where you provided construction management services during pre-construction and construction, provided full time superintendents and scopes of work that were bid out to subcontractors and/or self-preformed. Include the project

name and a brief description, owner (address and contact), architect (address and contact), total project cost.

c. **Proposed Team Members.** The respondent must demonstrate the ability to provide proper support for the duration of the project. Provide resumes or credentials of all key personnel who will be responsible for or will be assigned to manage the work, including proposed project managers and superintendents. Ensure to include Name, Title, Education or Relevant CMAR experience, Project References, Certifications, Licenses, Professional Affiliations, and any similar projects managed by individual (with scope and duration).
d. **Overview of Preconstruction Services.** Provide information regarding your cost option analysis and approach, budgeting approach, subcontractor involvement, important cost factor identification, risk analysis and mitigation, value engineering, communication with the design and ownership team, bidding process, GMP preparation, and transparency.
e. **Overview of Construction Management Approach.** Provide information on management approach to schedule changes and milestone tracking, change orders and negotiations, interaction with school staff and owners' representation, interaction with authorities having jurisdiction, communication efforts, information management systems (project management software) and subcontractor relations.
f. **Proposed Safety Plan.** Provide an overview of your corporate safety approach. Identify special provisions with respect to operating next to an occupied K12 facility.
g. **Quality Control Plan.** Provide an overview of your complete corporate quality control approach. Identify special provisions with respect to working with difficult civil sites and utility relocation.
h. **Local Business Utilization Plan.** Provide special provisions that you intend to be made in your delivery of services that will directly or indirectly benefit the local market.
i. **Contingencies.** Provide examples of reasons construction contingency will and will not be used. Identify the decision-making process for utilizing contingency.
j. **Self-Preform Plan.** Provide an overview on your management of self-preform work and a list of scopes that your firm will submit a bid on for self-preform.

PART IV: RFQ EVALUATION AND SELECTION FOR RFP PROCESS

1. RFQ Review and Interview Selection.

Once all qualification proposals have been received and read, the selection recommendation committee shall review and select submissions to interview. Selected firms will prepare a sealed RFP to submit at the interview to be opened and reviewed after all interviews have been completed. The selection recommendation committee will utilize a predetermined scoring rubric to evaluate the responses to this RFQ and narrow the list of firms to interview.

RFQ Content for Scoring Criteria	Weighting Factor
Corporate Information and Firm Interest	Pass/Fail
Relevant Experience with Similar Project and Clients	20
Proposed Team Members	20
Overview of Preconstruction Services	15
Overview of Construction Management Approach	15
Proposed Safey Plan	10
Quality Control Plan	5
Local Business Utilization Plan	5
Contingencies	5
Self-Perform Plan	5
Total % Score out of 100% to be applied to 40 points on RFP package	% Of 100

2. Interview Process

All firms will be required to attend in-person interviews for the project with Hogan Preparatory, Phalen Academies, and Eskie and Associates between Wednesday, September 17, 2025, to Friday, September 19, 2025, from 8am CST to 12pm CST. Specific location and times will be discussed with selected firms during notice of selection. Firms are required to submit sealed RFP packages at the interview. Packages will be opened in a public reading after the interviews have concluded.

It is anticipated that in-person interviews with each firm will be approximately 60 minutes. The selection recommendation committee is especially interested in hearing from the primary point of contact, estimators, project managers, and superintendents on how they will accomplish the projects' complexities.

The recommendation committee will review all proposals prior to interviews and have a general understanding of firm profile and the construction approach. The selection committee is interested in how firms will address what they see as critical issues for the project. Sample critical issues important to the team include but are not limited to: Site Logistics (including civil and utility work to prepare site for construction), Schedule, Cost Drivers and Solutions, Procurement and Escalation Mitigation, Construction in proximity to active K12 facilities. A list of suggested, but not required, topics including the above and any other the committee determines after review of the RFQ will be

compiled and distributed to firms selected to interview. Time will be allotted to each firm to ask questions of the committee.

PART V: GENERAL CONDITIONS

The following terms and conditions shall govern the proposal of qualifications and subsequent contracts.

1. Scope

See Part II of the RFQ.

2. Definitions as used Herein

a. The term “request for qualification” or RFQ means a solicitation of a formal and sealed qualification.
b. The term “respondent” or “firm” means the person or entity submitting a formal sealed qualification.
c. The term “Board” means Hogan Preparatory Academy Board.
d. The term “Contractor” means the respondent awarded a contract under this RFQ and subsequent RFP.

3. Completing the Proposal

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the qualifications submitted by the successful respondent will become part of any contract award as a result of this solicitation.

4. Request for Information

Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to by the selection recommendation committee in the form of an addendum posted on Hogan Prep Website. Verbal responses and/or representations shall not be binding.

5. Confidentiality of Qualification Information

All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of Hogan Preparatory Academy and will be part of the public record.

6. Proposal Qualifications

Proposals are to be sealed and submitted prior to the date and time indicated on the Certification Form. At such time all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents. Proposals received after the date and time indicated on the Certification Form shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal deadline. Each respondent may submit only one (1) response to this RFQ.

7. Negotiation

The Hogan Preparatory Academy Local Education Agency reserves the right to negotiate any and all elements of this RFQ. The Hogan Preparatory Academy Local Education Agency will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

8. Termination

Subject to the provisions below, any contract derived from this RFQ may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the Board until said work or services are completed and accepted.

a. **TERMINATION FOR CONVEINENCE.** In the event that the contract is terminated or cancelled upon request and for the convenience of the Board, without the required thirty (30) days advance written notice, then the Board shall negotiate reasonable termination costs, if applicable.
b. **TERMINATION FOR CAUSE.** Termination by the Board for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
c. **TERMINATION DUE TO UNAVAILABILTY OF FUNDS**. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled, and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

9. Tax Exemption

The Hogan Preparatory Academy is exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished with the State of Missouri. Upon contract award a MO Form 5060 will be supplied to the awarded contractor for the duration of the contract schedule.

10. Safety

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

11. Rights Reserved

The Board reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make an award to the proposal deemed to be most advantageous to the Board. The Board reserves the right to use the services of multiple firms.

12. Respondent Prohibited

Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this RFQ or any resultant agreement or its rights, title, interest therein or its power to execute such an agreement to any other person, company, or corporation without the previous written approval of the Board.

13. Disclaimer of Liability

The Board, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

14. Hold Harmless

The Contractor shall agree to protect, defend, indemnify, and hold the Hogan Preparatory Academy Local Education Agency, Hogan Preparatory Academy, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the Contractor, its agents, employees or representatives in the performance of the Contractor's duties under any agreement resulting from award of this RFQ.

15. Law Governing

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

16. Anti-Discrimination Clause

No respondent of this request shall in any way, directly or indirectly, discriminate against any person because of race, color, religion, disability, age, sex, gender, national origin, or any other characteristic protected by law. Further, by submitting a proposal, respondent agrees to exercise good faith efforts to achieve compliance with federal, state and local affirmative action requirements.

17. Conflict of Interest

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of this Board shall have a financial interest, direct or indirect, in the contract. A violation of this provision renders the contract void. The Contractor further covenants that in the performance of the contract no person having such interest shall be employed to work on this project.

18. Insurance

The Contractor shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. **PROFESSIONAL LIABILITY.** Professional liability insurance protection must be carried by the Contractor, for the duration of the contract, in the minimum amount of $1,000,000 each claim/$1,000,000 aggregate, including errors and/or omissions.

b. **COMMERCIAL GENERAL LIABILITY.**

Limits:	
Each Occurrence:	$1,000,000
Personal & Advertising Injury:	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
General Aggregate:	$2,000,000

c. **AUTOMOBILE LIABILITY.** Policy shall protect the Contractor from claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicles. The limits of auto liability shall be the same as required in the Commercial General Liability section. The Board shall also be named as an additional insured under the policy.

d. **WORKERS' COMPENSATION.** This insurance shall protect the Contractor against all claims under applicable State Workers' Compensation Laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the

provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident	$500,000 Each Accident
Bodily Injury by Disease	$500,000 Policy Limit
Bodily Injury by Disease	$500,000 Each Employee

Before entering into contract, the successful respondent shall furnish to the Hogan Preparatory Academy Local Education Agency a Certificate of Insurance verifying all of the foregoing coverage and identifying the Board as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the Board a partner or joint venture with the contract respondent in its operations hereunder.

Prior to any material change or cancellation, the Hogan Preparatory Academy Local Education Agency will be given thirty (30) days' advance notice by registered mail to the stated address of the certificate holder. Further, the Board will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed ten percent (10%) of the aggregate. In the event of an occurrence, it is further agreed that any insurance maintained by the Board, Hogan Preparatory Academy, or Hogan Preparatory Academy Local Education Agency, shall apply in excess of and not contribute to the insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

Hogan Prep Academy
1331 E. Meyer Blvd
Kansas City, MO 64132

19. Cost

All costs incurred in the preparation of the proposal for this RFQ shall be the sole responsibility of the respondent.

Attachments Included

1. Attachment A – Felony Conviction Notice
2. Attachment B – Federal Work Authorization Program Addendum
3. Attachment C – Federal Work Authorization Program Affidavit
4. Attachment D – Compliance with Anti-Discrimination Against Isreal Act
5. Attachment E – RFP Requirements
6. Attachment F – Missouri Division of Labor Standards Annual Wage Order No. 32
7. Attachment G – Cost Proposal Form Clarifying Matrix (Included in Contract)
8. Attachment H – Staffing Plan Approach Form
9. Attachment I – High Level Proposed Project Schedule

ATTACHMENT A: FELONY CONVICTION NOTIFICATION

FELONY CONVICTION NOTIFICATION

The person or business entity that enters into an agreement with the Board must advance notice to the Board if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The Board may terminate this agreement with a person or business entity if the Board determines that the person or business entity failed to give notice by the next preceding subsection or misrepresented the conduct resulting in the conviction. The Board will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

1. Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
2. Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees, and the vendor agrees to share this information with the Board upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ **Fax Number:** _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

ATTACHMENT B: COMPLIANCE WITH RSMo § 285.530

FEDERAL WORK AUTHORIZATION PROGRAM ("E -VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute § 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the Hogan Preparatory Academy Local Education Agency (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to Hogan Preparatory Academy.

Accordingly, your company:

a) Agrees to have an authorized person execute the subsequent "Federal Work Authorization Program Affidavit" and deliver same to the Hogan Preparatory Academy Local Education Agency prior to or contemporaneously with the execution of its contract with the Board;
b) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent verified by E-Verify), or to be provided, by your company to the Hogan Preparatory Academy Local Education Agency;
c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the Board;
d) Affirms you will notify the Hogan Preparatory Academy Local Education Agency if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute § 285.530, or any regulations issued thereto;
e) Agrees to provide documentation of your participation in E-Verify to the Hogan Preparatory Academy Local Education Agency prior to or contemporaneously with the execution of its contract with the Board (or at any time thereafter upon request by the Board or Hogan Preparatory Academy Local Education Agency), by providing an E-Verify screen print-out (or equivalent documentation) to Hogan Preparatory Academy Local Education Agency confirming your participation in E-Verify;
f) Agrees to comply with any state of federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute § 285.530, and
g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the Board.

Signed By: _____(signature)

Printed Name and Title: _____

For and on behalf of:_____ (company name)

ATTACHMENT C: COMPLIANCE WITH RSMo § 285.530

FEDERAL WORK AUTHORIZATION PROGRAM ("E -VERIFY") AFFIDAVIT

I, _____ being of legal age and having been duly sworn upon my oath and state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____(hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the Board. FURTHER AFFIANT SAYETH NOT.

FURTHER AFFIANT SAYETH NOT.

By: _____(individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me this day of _____ , 2025.

_____
NOTARY PUBLIC

My commission expires:

ATTACHMENT D: COMPLIANCE WITH RSMo § 34.600

COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISREAL ACT

Pursuant to Missouri Revised Statute § 34.600, the Anti-Discrimination Against Israel Act, all businesses awarded any construction contract with a total potential value in excess of one hundred thousand dollars ($100,000) with a Missouri public entity must, as a condition to the award of any such contract, provide written certification that the business is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

By signing below, the business certifies that it is and shall remain wholly compliant with the Anti-Discrimination Against Israel Act:

Signature: _____

Printed Name and Title: _____

Company Name: _____

Request for Proposals

Construction Management At-Risk
For Multipurpose Addition
RFP# 0001

NOTICE

The Board of Directors for Hogan Preparatory Charter School is requesting proposals from selected firms to provide Construction Manager At-Risk (CMAR) during the planning, design, and construction of the multipurpose addition as described herein and in accordance RSMo § 67.5050. Qualified organizations ("Respondent") are invited to submit four (4) bound hard copies of formal proposal marked "Copy", one (1) unbound hard copy marked "Original", and one (1) flash drive in PDF format which contain the organizations entire response.

PROPOSAL SHALL BE LABELED "QUALIFICATIONS-CONSTRUCTION MANAGER AT-RISK FOR MULTIPURPOSE ADDITION"

AND ADDRESSED TO:

ATTN: CYNTHIA WIEDERHOLT, PROJECT MANAGER
ESKIE AND ASSOCIATES
12260 STATE LINE ROAD
LEAWOOD, KS 66209

PROPOSALS MUST BE RECEIVED:

At Interview

Written questions for this RFP may be directed to:

Attn: Cynthia Wiederholt, Project Manager
email: Cynthia@eskieandassociates.com

General Academy Information

https://www.hoganprep.net/

ATTACHMENT E: RFP REQUIREMENTS

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REQUEST FOR PROPOALS
CONSTRUCTION MANAGER AT-RISK
RFP# 0001
CERTIFICATION FORM

The Board of Directors for Hogan Preparatory Charter Schools will accept proposals for construction management at-risk services as described herein and in accordance RSMo § 67.5050.

PROPOSALS SHALL BE LABELED "QUALIFICATIONS-CONSTRUCTION MANAGER AT-RISK FOR MULTIPURPOSE ADDITION"

AND ADDRESSED TO:

ATTN: CYNTHIA WIEDERHOLT, PROJECT MANAGER
ESKIE AND ASSOCIATES
12260 STATE LINE ROAD
LEAWOOD, KS 66209

PROPOSALS MUST BE RECEIVED BY:

At Interview

The Board reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the Board.

The Undersigned certifies that he/she has the authority to bind the company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below. Respondents are required to complete, sign, and return this form with the proposal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone	Date Tax ID#
E-mail	Entity Type

PART I: INTRODUCTION AND PROCESS

1. Executive Summary

The Board of Directors for Hogan Preparatory Charter School is requesting proposals from selected firms to provide Construction Manager At-Risk (CMAR) during the planning, design, and construction of the multipurpose addition to Hogan Preparatory Academy High School. This Request for Proposals is the second in a two-step competitive process by which the Board will engage a CMAR firm.

Hogan Preparatory High School will accept proposal submissions for CMAR in accordance with RSMo § 8.8681, RSMo § 34.600, RSMo § 67.5050, RSMo § 177.086, RSMo § 285.530, RSMo § 290.210.340, and RSMo § 292.675 as described in the attached request. Communications with the Board members and/or other School Staff in an effort to sway or influence the decision of the committee is prohibited and will result in rejection of the submission.

The process for selection outlined in this request for proposal is intended to provide the selection recommendation team with maximum flexibility in determining the best firm and value for the project while maintaining the integrity of the state statute outlined above.

2. Information about Hogan Preparatory Academy

Founded in 1942 and located in the heart of Kansas City, Hogan Prep High School was originally called Bishop Hogan. It was named after John Joseph Hogan, the first Bishop of the Diocese of Kansas City, Missouri. Bishop Hogan operated as a private Catholic school until 1998. In 1999, Bishop Hogan became a public charter school and was renamed Hogan Preparatory Academy. While Hogan Prep initially served only high school students, the school has grown to include grades K-12. The middle school, grades 6-8, was introduced in 2011. And the elementary school, grades K-5, opened in 2013. Starting in 2019, Hogan Prep began partnering with Operation Breakthrough to provide Pre-K services for children planning to attend the elementary school.

In the spring of 2023, following discussions between the Commission and HPA's board, the decision was made to hire Phalen Leadership Academies (PLA) as a Charter Management Organization. PLA began managing HPA starting in the 2023/24 school year.

Today, Hogan Preparatory Academy is responsible for educating 845 students. Hogan Prep is a Title I school with a 100% free and reduced meal program. Student demographics show that 90.2% of students are Black or African American, with the other 10% being a mixture of Hispanic/Latino/a, multi-racial, Native American, or white. 11.2% of students are receiving special education services, 1.2% are English language learners, and 9.1% are homeless.

3. Construction Management at Risk Selection Timeline

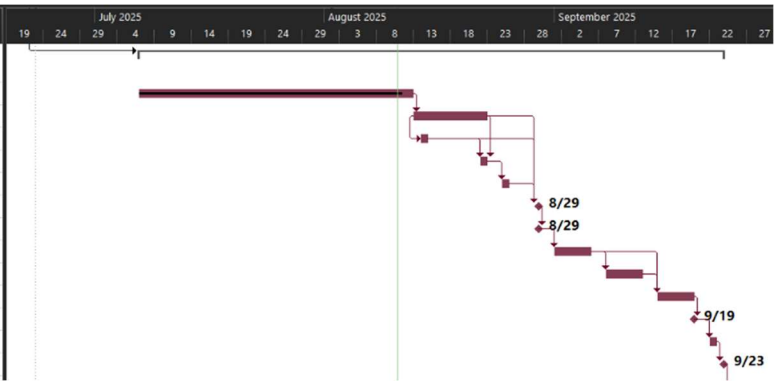
The phasing listed below is the selection recommendation committee's estimation of time required to complete the selection process. All efforts shall be made to abide by this schedule; however, it is subject to change if necessary.

Phase Two – Interviews and Request for Proposals (RFP) by Construction Managers

- Site Visits – Responders may go and review the site at any time. Visits with the selection committee will be scheduled as requested. All responders are expected to have visited and posed any questions to the committee before RFP submission.
- Construction Manager Proposals Due at Interview – 09/17/2025 to 9/19/25
- Public Reading of Proposals – 09/19/2025 at 11:00am
- Construction Manager Award – 09/23/2025

4. High Level RFP Timeline

Task Name	Start	Finish
Construction Management at Risk RFQ and RFP	**Mon 7/7/25**	**Tue 9/23/25**
Draft RFQ	Mon 7/7/25	Tue 8/12/25
Advertisement Run	Wed 8/13/25	Fri 8/22/25
Direct Send	Thu 8/14/25	Thu 8/14/25
Request for Clarification Due	Fri 8/22/25	Fri 8/22/25
Clarification Responses Posted	Mon 8/25/25	Mon 8/25/25
RFQ Due	Fri 8/29/25	Fri 8/29/25
RFQ Public Reading	Fri 8/29/25	Fri 8/29/25
RFQ Selection for RFP	Mon 9/1/25	Fri 9/5/25
Site Visit	Mon 9/8/25	Fri 9/12/25
Interviews	Mon 9/15/25	Fri 9/19/25
RFP Public Reading	Fri 9/19/25	Fri 9/19/25
Board Meeting	Mon 9/22/25	Mon 9/22/25
CMAR Selection	Tue 9/23/25	Tue 9/23/25



PART II: PROJECT SCOPE

1. Multipurpose Addition

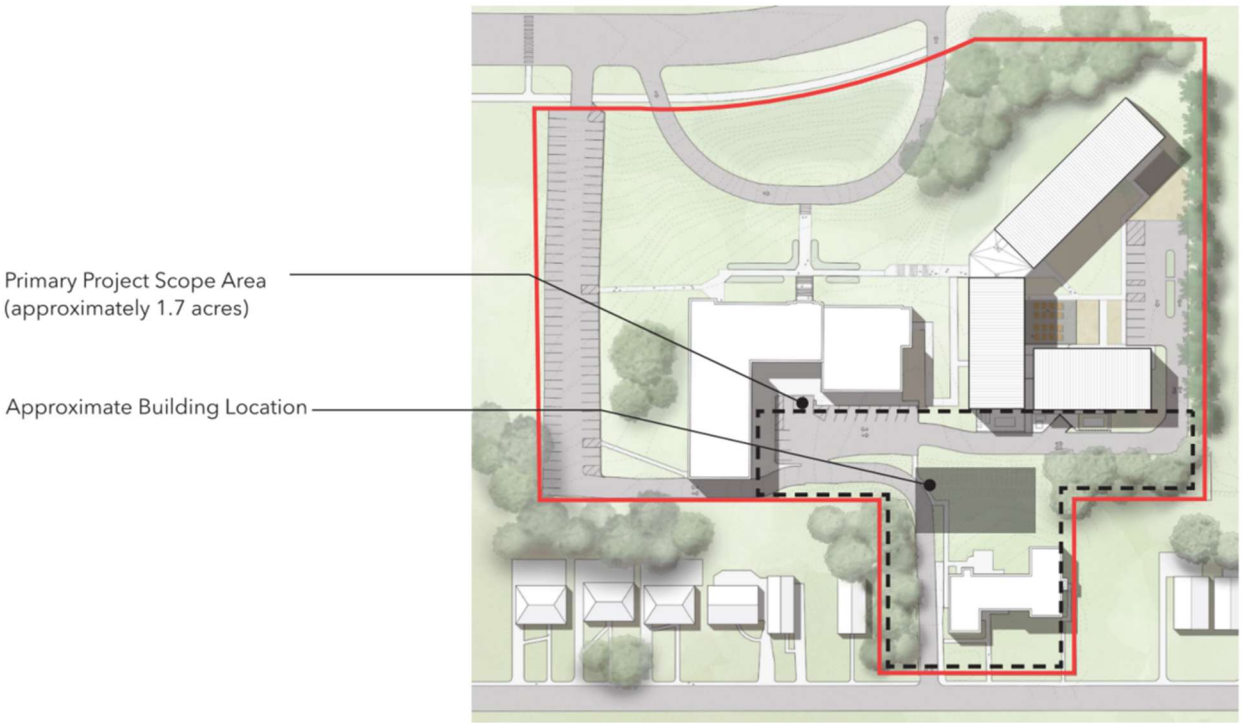
The proposed multipurpose addition is intended to be a two-story building that will include but is not limited to the criteria below.

1. Gym with Volleyball floor system
    a. 120L x 120W.
    b. Two courts (one regulation and two side courts)
    c. Gym Surface painted with basketball and volleyball lines (main court and side courts)
    d. Retractable gym curtain divider (allows two gym classes to be conducted at the same time)
    e. Six retractable goals hang from ceiling (hydraulic is best)
    f. 1 Volleyball with floor system and retractable ceiling system (Ceiling system is a convenience not a requirement)
    g. 2 Scoreboards with shot clock system (1 is mandated with shot clock compatibility)
    h. Scorer's table incorporated into or next to bleachers system.
    i. Wall pads
    a. Bleachers that fold back – to be determined by district size requirements.
    b. AV is included into the space to be able to use as a teacher development space. (projector and display)
    c. Audio system for games.
2. Equipment storage room
3. Men's and Women's restroom
4. Coaches' office - minimum of one required, if one then needs to be large enough for multiple occupants. Two would be ideal if square footage allows.
5. Concession stand room with a refrigerated cooler.
6. Lobby entrance
7. 2 - 4 Locker rooms with restrooms
    i. One big 50 to 60 lockers (football) & 2 to 3 Smaller 25 to 30 lockers
    j. Showers included in the design.
8. Weight room 60 x 60
    k. TV or projection screen in weight room 2-4
    l. 8 to 10 power racks in weight room with plate holders (we could use current equipment if upgrade is not within budget)
    m. 8 to 10 rack platforms (we could use current equipment if upgrade is not within budget)
    n. 8 to 10 Olympic bars (we could use current equipment if upgrade is not within budget)
    o. Weight plates rubber (we could use current equipment if upgrade is not within budget)
    p. 8 to 10 benches (we could use current equipment if upgrade is not within budget)
9. Storage rooms for PE and football equipment.
10. Multi-purpose room (convenience not a requirement)
11. Walk-out doors to the rest of campus.

Miscellaneous Items

1. Security system with cameras
2. Hundl court cam
3. Trophy case for lobby (we can use current if upgrade not within budget)
4. Training room
5. To be used for convocation and all school assembly.
6. Security fence around the outside
7. Outside lighting
8. Utilities: Potential that electrical lines may need to be relocated due to construction.
9. Civil Engineering: Site is up on a hill and will present challenges.
10. Replacement of the existing parking lot is budget allows and works within master plan timelines.
11. Building structure selection is under review for cost effective and viable solutions regarding site work considerations.
12. Code review will determine if the existing building meets storm shelter requirements. If found there is not enough then the new structure will need to include storm shelter.

2. Site Plan



PART III: INSTRUCTIONS TO RESPONDENTS

1. RFP Response Instructions

- Respondents are to a provide a sealed package of four (4) bound hard copies of formal proposals marked "Copy", one (1) unbound hard copy marked "Original", and one (1) flash drive in PDF format which contain the organizations entire response. The print and electronic versions should be identical. No proposals delivered by telephone, facsimile, or electronic delivery will be considered.
- Responses are to be limited to a maximum of 15 Pages. If additional pages are submitted, the review committee will base evaluation on the first 15 pages. The front and back sides of the page may be used for a total of 30 pages of content. The cover page and table of contents are included in the page count.
- Information provided by the Respondent must be responsive to the RFP and relevant criteria.
- Respondents must address all information specified by this RFP, organized in the order listed below, to be deemed qualified.
- Questions: Respondents are responsible for examining the proposal request documents and request interpretation or clarifications via email soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. **Requests for question clarification must be received no later than 4:00pm CST, Wednesday September 10, 2025**. The email must contain this RFP number, date, and numbered questions. All questions will be answered in an addendum sent via email to RFP selected firms before 2:00pm CST, Thursday September 11, 2025.
    i. All questions shall be submitted to cynthia@eskieandassociates.com and will be addressed by the selection recommendation committee. Questions submitted to Board members and/or other School Staff will not be acknowledged and are strictly forbidden.
    ii. All addendum(s) must be signed and included with the submitted proposal. Any submissions without this signed may be considered non-responsive.
- **Proposals are due at the scheduled interview**. Complete proposals should include the following.
    i. Title Page
    ii. Table of Contents, including page numbers, with the following sections
        a. Firms Personnel Assigned and Project Proposed Contract Rates - Includes Attachment H completed.
        b. Firms References
        c. Firms Basic Fee Structure
        d. Accuracy of Estimating
        e. Contingency and Budget Control Measures
        f. Self-Perform Work
        g. Project Management
    iii. Signed copy of RFP Addendum to acknowledge receipt. Addendum will be sent via email after September 11, 2025.
    iv. Signed copy of Attachment B and D.
    v. Signed and notarized copy of Attachment C.

- Ownership of all data, materials and documentation originated and prepared for the school pursuant to the RFP shall belong exclusively to the Hogan Preparatory Academy and be subject to public inspections in accordance with Missouri Sunshine Law.

2. Rights of the Hogan Preparatory Academy

a. The Hogan Preparatory Academy has the right to:
   i. Reject any and/or all proposals received in response to this RFP.
   ii. Respond to inquiries for clarification purposes only and/or to request clarification, if necessary.
   iii. Waive minor irregularities if the selection committee determines that waiver would be in its best interest and would not result in unfair advantage for other respondents and potential respondents.
   iv. Select a proposal other than that with the lowest cost. The school reserves the right to incorporate terms and conditions it determines to be proper or necessary into any contract negotiated as a result of this RFQ and subsequent RFP.

3. Submitting a Response

In providing a qualified submission the respondent agrees to provide services in accordance with the project scope. The delivery and deadline for the responses shall be in accordance with the notice. Any responses delivered after the deadline will not be considered. The response should follow the outline below and be concise. No joint response will be accepted by the Board.

4. RFP Qualifications/Proposal Requirements

a. **Firms Personnel Assigned and Project Proposed Contract Rates.** Use Attachment H (sent out in Excel form to those selected for RFP) to identify the names of any personnel who will be members of the actual project team and provide proposed project rates and hours for each staff member assigned to the project. Staff provided in response are required to match RFQ and rates submitted on attachment H are required to match Missouri Prevailing Wage Orders. The purpose of this form is to provide the owner with a detailed evaluation of the staff presented, the time commitment of that staff, and the rate at which they will be charged. It is understood that each firm may have adjustments in the initial staffing approach as projects progress through design. Disclosure of adjustments to this staffing plan is required for approval during planning and construction. Any adjustments in staff commitment must fall within the original proposal costs for supervisory staff AND be mutually agreed upon by the owner that the proposed level of supervisory service is being rendered. The owner reserves the right to reject adjustments in staff commitment. Changes in scope will be considered grounds for negotiation of supervisory requirements. Changes to the cost of overall supervision due to title changes or rates will not be grounds for total supervision cost increase.

b. **Firms References.** Provide references from three (3) recent planning projects of similar scope. Include contact names and telephone numbers.
c. **Firms Basic Fee Structure/Range.** Include your proposed fee. Your proposal should include all Fees, Cost, and Estimated Expenses. Use Attachment G - Cost Clarifying Matrix for proposal preparation.
d. **Accuracy of Estimating.** Explain the methods used to ensure accurate cost estimates for the project. This should include specific techniques employed to control, monitor, and refine estimates and how the methods contribute to maintaining budget integrity throughout the project.
e. **Contingency.** Outline the approach to managing the contingency, discuss strategies for controlling change orders, particularly those arising from unforeseen conditions, design omissions, or changes required by code or jurisdictional authorities. Identify a recommended amount of contingency at completion of design.
f. **Self-Preform Work.** Describe the advantages of bringing self-preform to the project and all scopes that you intend to provide a public bid for. All self-perform work will require bid submittal 24 hours in advance of public bid. Extra provisions within the GMP to enable CMAR to discount their bid will be prohibited.
g. **Project Management.** Please provide your proposed platform or tool intended for use of project management with owner, owner's representative, architect and all design groups.

PART IV: RFP EVALUATION AND METHOD OF AWARD

1. RFP Evaluation Process

The selection recommendation committee shall select the firm providing the best value based on the proposal criteria, weighing factors utilized to emphasize principal elements of the project. The selection recommendation committee shall have discretion to disqualify any firm that, in the committee's opinion, lacks the minimal qualifications required to perform the work. The selection committee, after Board approval shall proceed to negotiate and attempt to enter into a contract for construction management at-risk with the firm receiving the best total score to serve as the construction manager or general contractor for the project. Should the selection committee be unable to negotiate a satisfactory contract with the firm scoring the best total score, negotiations with that firm shall be terminated, and the committee shall undertake negotiations with the firm with the next best total score. If the selection committee determines that it is not in the best interest of the board to proceed with the project pursuant to the proposals offered, the selection committee shall reject all proposals. If all proposals are rejected, the selection committee may solicit new proposals using alternate design criteria, budget refinements, or qualifications.

2. Method of Award

The selection recommendation committee shall review each proposal to confirm that RFP requirements have been fulfilled, and score each qualifying submission independently based on the overall proposal package, interview with the selection committee, and fee form. Weight factors for the scoring criteria are as follows and per the state statute minimum/maximum.

Scoring Factor	Method of Calculation	%
RFQ Proposal Score	RFQ Proposal Score as a % of 40 Points	40
Interview	Evaluation by Selection Committee	40
Fee Form	Fee Score as a % of 20 Points	20
Total Score	Cumulative Points	100

PART V: GENERAL CONDITIONS

The following terms and conditions shall govern the proposal of qualifications and subsequent contracts.

1. Scope

See Part II of the RFP.

2. Definitions as used Herein

e. The term “request for proposal” or RFP means a solicitation of a formal and sealed qualification.
f. The term “respondent” or “firm” means the person or entity submitting a formal sealed proposal.
g. The term “Board” means Hogan Preparatory Academy Board.
h. The term “Contractor” means the respondent awarded a contract under this RFP.

3. Completing Proposal

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the qualifications submitted by the successful respondent will become part of any contract award as a result of this solicitation.

4. Request for Information

Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to by the selection recommendation committee in the form of an addendum emailed to all prospective respondents. Read receipts will be requested. Verbal responses and/or representations shall not be binding on the Board.

5. Confidentiality of Proposal Information

All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of Hogan Preparatory Academy and will be part of the public record.

6. Proposal Responses

Proposals are to be sealed and submitted at the time indicated on the Certification Form. When all proposals have been received, they will be formally opened and read. The reading will consist of only the name and address recording of respondents. Proposals received after the date and time indicated on the Certification Form shall not be considered. Each respondent may submit only one (1) response to this RFQ.

7. Negotiation

The Board reserves the right to negotiate any and all elements of this RFP. The Board will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

8. Termination

Subject to the provisions below, any contract derived from this RFQ may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the Board until said work or services are completed and accepted.

d. **TERMINATION FOR CONVEINENCE.** In the event that the contract is terminated or cancelled upon request and for the convenience of the Board, without the required thirty (30) days advance written notice, then the Board shall negotiate reasonable termination costs, if applicable.
e. **TERMINATION FOR CAUSE.** Termination by the Board for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
f. **TERMINATION DUE TO UNAVAILABILTY OF FUNDS**. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled, and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

9. Tax Exemption

The Hogan Preparatory Academy is exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished with the State of Missouri.

10. Safety

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

11. Rights Reserved

The Board reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make an award to the proposal deemed to be most advantageous to the Board. The Board reserves the right to use the services of multiple firms.

12. Respondent Prohibited

Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this RFP or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the Board.

13. Disclaimer of Liability

The Board, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

14. Hold Harmless

The Contractor shall agree to protect, defend, indemnify, and hold the Board, Hogan Preparatory Academy, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the Contractor, its agents, employees or representatives in the performance of the Contractor's duties under any agreement resulting from award of this RFP.

15. Law Governing

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

16. Anti-Discrimination Clause

No respondent of this request shall in any way, directly or indirectly, discriminate against any person because of race, color, religion, disability, age, sex, gender, national origin, or any other characteristic protected by law. Further, by submitting a proposal, respondent agrees to exercise good faith efforts to achieve compliance with federal, state and local affirmative action requirements.

17. Conflict of Interest

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of this Board shall have a financial interest, direct or indirect, in the contract. A violation of this provision renders the contract void. The Contractor further covenants that in the performance of the contract no person having such interest shall be employed to work on this project.

18. Insurance

The Contractor shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

e. **PROFESSIONAL LIABILITY.** Professional liability insurance protection must be carried by the Contractor, for the duration of the contract, in the minimum amount of $1,000,000 each claim/$1,000,000 aggregate, including errors and/or omissions.

f. **COMMERCIAL GENERAL LIABILITY.**

Limits:	
Each Occurrence:	$1,000,000
Personal & Advertising Injury:	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
General Aggregate:	$2,000,000

g. **AUTOMOBILE LIABILITY.** Policy shall protect the Contractor from claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicles. The limits of auto liability shall be the same as required in the Commercial General Liability section. The Board shall also be named as an additional insured under the policy.

h. **WORKERS' COMPENSATION.** This insurance shall protect the Contractor against all claims under applicable State Workers' Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:	
Bodily Injury by Accident	$500,000 Each Accident
Bodily Injury by Disease	$500,000 Policy Limit

Bodily Injury by Disease	$500,000 Each Employee

Before entering into contract, the successful respondent shall furnish to the Hogan Preparatory Academy Local Education Agency a Certificate of Insurance verifying all of the foregoing coverage and identifying the Board as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the Board a partner or joint venture with the contract respondent in its operations hereunder.

Prior to any material change or cancellation, the Hogan Preparatory Academy Local Education Agency will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the Hogan Preparatory Academy Local Education Agency will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed ten percent (10%) of the aggregate. In the event of an occurrence, it is further agreed that any insurance maintained by the Board, Hogan Preparatory Academy, or Hogan Preparatory Academy Local Education Agency shall apply in excess of and not contribute to the insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

Hogan Prep Academy
1331 E. Meyer Blvd
Kansas City, MO 64132

19. Cost

All costs incurred in the preparation of the proposal for this RFP shall be the sole responsibility of the respondent.

ATTACHMENT F: MO PREVAILING WAGE ORDER #32

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 048
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$72.10
Boilermaker	$40.77*
Bricklayer-Stone Mason	$64.45
Carpenter	$67.13
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$56.83
Plasterer	
Communication Technician	$63.26
Electrician (Inside Wireman)	$74.98
Electrician Outside Lineman	$71.73
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$96.07
Glazier	$59.60
Ironworker	$72.22
Laborer	$52.24
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$54.18
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$66.32
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$40.77*
Plumber	$82.92
Pipe Fitter	
Roofer	$61.71
Sheet Metal Worker	$78.84
Sprinkler Fitter	$71.59
Truck Driver	$55.76
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$67.20
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$84.00
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$53.06
General Laborer	
Skilled Laborer	
Operating Engineer	$61.77
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$52.79
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

ATTACHMENT G: COST PROPOSAL FORM CLARIFYING MATRIX

eskie + associates
owner's representatives

Fees/General Conditions for CM at Risk

COST RESPONSIBILITY MATRIX for CMaR						
DESCRIPTION	Section A	Section B	Section C	Section D	Section E	Cost of Work
A. Preconstruction Services						
State Form Categories	X					
Maintain a Tracking Log of Team Decisions	X					
Project Estimates and Variance Reports	X					
Establish Bidders List and Pre-Qualify	X					
Promote Project and Hold Pre-Bid Conference	X					
Risk Reduction	X					
Budget Escalation Control and Value Engineering	X					
Additional Clarifications	X					
Design Coordination Meetings Attendance	X					
Initial Cost Opinion/Control Estimate	X					
MEP-FP Design Coordination Reviews	X					
All Coordination Efforts During Preconstruction	X					
Constructability Reviews	X					
QA/QC During Design	X					
Estimating (Schematic, Design Development, GMP)	X					
Periodic Document Review and Comment	X					
Subcontract Bidding/Buyout Process	X					
Small/Local Participation Outreach	X					
Bid Package Development	X					
All Estimating Staff Charges	X					
All Executive Management During Preconstruction	X					
B. Supervision and Management						
State Form Categories		X				
Project Manager		X				
General Superintendent		X				
Superintendent		X				
Assistant Superintendents		X				
Field Engineer		X				
Safety Engineer		X				
Home Office Support and Executive Staff		X				
Quality Assurance Manager/Engineer		X				
Administrative Support		X				
Additional Clarifications - (Project Level Staff)		X				
Project Engineer		X				
All Staff Associated with Any and All Coordination Efforts		X				
All Staff Associated with Any and All Control Efforts		X				
All Staff Associated with Any and All Engineering Efforts		X				
All Staff Associated with Any and All Contract Administration		X				
All Staff Associated with Any and All Supervision		X				
Constructability Analysis Through Completion		X				
Cost Analysis/Control Through Completion		X				
Superintendent's Transportation		X				
Off-Site Staff Travel Cost		X				
Off-Site Staff Transportation		X				
Project Staff Subsistence Cost		X				
Risk Reduction Staff		X				
Mechanical Coordinator		X				
Electrical Coordinator		X				
Scheduling/Phasing/Expeditor/Life Cycle Analysis		X				

C. Temporary Facilities and Controls						
State Form Categories			x			
3rd Party Quality Reviews			x			
Site Offices and Storage Facilities			x			
Communications Equipment and Phones			x			
Computers and Printers			x			
Copiers, Paper and Office Supplies			x			
Postage and Shipping			x			
First Aid Supplies			x			
Fire Extinguishers			x			
General Trash Disposal and Recycling						x
Temporary Signage			x			
Portable Toilets			x			
Traffic Control Barriers						x
On Site Roads and Construction Maintenance						x
Water and Water Distribution Systems			x			
Pick Up Trucks			x			
Information Technology Software and Hardware			x			
Management Software Services and Fees			x			
Additional Clarifications			x			
Fuel for Pickups			x			
Travel costs			x			
General Cleanup						x
Erosion Control Maintenance						x
Erosion Control						x
Crane Roads						x
Safety Equipment			x			
Temporary Handrails and Opening Protection						x
Final Clean						x
Temp Fencing						x
Covered Walkways						x
Small Tools			x			
On Site Equipment / Transportation						x
Weather Protection / Temporary Heat & Cooling						x
Temp Power and Gas						x
Temp Internet			x			
Dewatering						x
General Equipment and Fuel						x
D. Surety and Insurance						
State Form Categories				x		
Construction Manager Performance and Payment Bond				x		
General Liability Insurance Premiums				x		
Captive Insurance Programs				x		
Wrap Up Insurance Programs				x		
Errors and Omissions Insurance				x		
Other Special Insurance as Required by RFP				x		
Subcontractor Protection Insurance if Required by Proposing Firm				x		
Warranty				x		
Builders Risk Insurance				x		
E. Base Fee						
State Form Categories					x	
Project Executive / Management					x	
Accounting Services					x	
Scheduling Services					x	
Legal Services					x	
Purchasing, Bid Packages and Organization					x	
Bid Package Bidding and Administration					x	
Estimating and Value Engineering					x	
Shop Drawing Administration and Approval					x	
Maintenance and Final As Built Drawings					x	
Development of Operations and Maintenance Manuals					x	
Building Code Compliance and Administration					x	
Systems Training					x	
Additional Clarifications (Company Overhead and Management)					x	
Any additional insurances required by your firm not listed in section					x	
Any additional preconstruction services required by your firm					x	
Any additional supervision and management not listed in section B					x	

ATTACHMENT H – STAFFING PLAN APPROACH FORM

eskie + associates
owner's representatives

Hogan Prep Multipurpose Addition Supervision and Management Plan

Instructions
1. Include all staff and hours that intend to bill to the project in the below columns.
2. Add additional lines as each firm deems appropriate staff levels. Disclose alternate titles and provide notes on roles/contribution.
3. Any costs for additional staff required to complete the project is to be included in section E on the cost proposal form for "Base Fee".
4. Carpentry and Labor associated with project costs for general requirements are the only CM@R personnel that will be eligible for "cost of work"
5. Any change in staff contribution and billing is to be disclosed to owner and approved prior to changes.
6. Fill out form and identify package for each package requiring a state form cost proposal form.
7. Indicate duration of project proposed by CM@R to clearly identify cost/month of supervisory staff.
8. Include full rate sheet for all CM@R personnel in proposal that potentially could charge to project .
9. Identify in the interview any concerns associated with project complexities and staff requirements not included below.
10. Identify proposed escalation of labor rates to be included in the contract if any.

Multipurpose Addition						Schedule
Staff	Weeks	Hours/Wk	Total Hours	Rate/hr	Total Cost	Associate Name
Executive Staff Direction						
Company Principals and Leadership						
Project Level Executives						
Operational Management						
Field Direction and Management						
Project Level Staff						
Project Manager						
Superintendent						
Assistant Superintendent						
Field/Office/Project Engineering						
Project Level Support Staff						
Safety Personnel						
Quality Personnel						
Administrative Personnel						
Design Consultant Coordination Staff						
Risk and Analysis Staff						
Additional Staff Required						
(List staff contribution)						
(List staff contribution)						
(List staff contribution)						
(List staff contribution)						
(List staff contribution)						
(List staff contribution)						
Total Supervision and Management					0	

Submit with RFP Only

Intent	Notes by CM@R
The intent of this form is to provide the owner with a detailed evaluation of the staff presented, the time commitment of that staff, and the rate at which they will be charged. It is understood that each firm may have adjustments in initial staffing approach as projects progress through design. Disclosure of adjustments to this staffing plan is required for approval during planning and construction. Any adjustments in staff commitment must fall within original proposal costs for supervisory staff AND be mutually agreed upon by the owner that the proposed level of supervisory service is being rendered. The owner reserves the right to reject adjustments in staff commitment. Changes in scope will be considered grounds for negotiation of supervisory requirements. Changes to cost of overall supervision due to title changes or rates will not be grounds for total supervision cost increase.	
(Indicate Total Duration Here)	
Notes by Owner	
Executive Staff Direction is to include all Executives, Directors, Leaders, and Principals necessary by the CM@R for supporting Project Level Staff. Additional support by executive level staff must be disclosed and mutually agreed upon by owner. Additional executive staff not agreed upon by owner is to be included in Section E of the cost proposal form.	
Project Level Staff is to include the contributors of project supervisory roles and will not be eligible for inclusion in cost of work. Any change in contribution of time and commitment must be disclosed and mutually agreed upon with owner. CM@R is responsible for an initial staffing plan and cost in line with project needs.	
Per the state form, all preconstruction and estimating charges are to be included in section A or E of the state form. All other charges for CM@R staff that support the services listed in the proposal and presented in the interviews must be disclosed and included in Section B for supervision and management. Billing for support staff will not be permitted as a cost of work item.	
All CMAR supervisory staff that intend to bill to the project must either be listed in this section, be included in a bid submitted 24 hours in advance of bid day, be eligible for cost of work inclusion per this RFP, or be included in base fee section E. of State of Kansas Cost Proposal Form included with RFP.	

ATTACHMENT I – HIGH LEVEL PROPOSED PROJECT SCHEDULE

