



CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 22-060

CONSTRUCTION MANAGEMENT SERVICES FOR NEW PUBLIC WORKS FACILITY

May 2022

**100 North Main St.
O'Fallon, MO 63366**

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CITY OF O’FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

I. INVITATION FOR PROPOSAL

The City of O’Fallon’s purpose for this Request for Proposal (RFP) is to obtain competitive sealed proposals to perform the necessary Construction Management Services as Owners Agent, herein after referred to as CMA, for the City of O’Fallon and the construction of the following proposed facility:

- **O’Fallon Public Works Facility**

The submittal shall be in accordance with the terms and conditions set forth herein for the City of O’Fallon (City).

The City reserves the right to select or reject proposals if deemed justified. The selection shall be dependent upon cost, experience, qualifications, and overall submittal as described herein.

Each respondent shall sign their proposal, giving the usual signature, title, and full business address. Proposals by partnerships shall be signed with the partnership name followed by the signature of one of the members of the partnership, or by an authorized representative and designation of the person signing. Proposals by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished.

This RFP provides prospective individuals and organizations with sufficient information to enable them to prepare and submit proposals for consideration by the City to satisfy the needs as outlined in the scope of work. The proposal shall include, at a minimum, the requirements and information requested within this Request for Proposal.

The City reserves the right to reject any and all submitted proposals if found in the best interest of the City.

II. PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O’Fallon, Missouri; Purchasing Office, 100 North Main Street; O’Fallon, Missouri 63366 prior to June 30, 2022 at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and one electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive must include all attachments and signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt

of proposals will not be opened or considered.

Proposals will be opened and evaluated in private by City staff. A public opening will not be held.

To make delivery of proposals for this project, the delivery vendor or bidder may hand deliver the proposal during City Hall hours of Monday – Friday 8:30 am – 4:30 pm. Mailed proposals are accepted with regular mail service each day.

Proposals must be clearly identified as a proposal for the City of O’Fallon, Missouri “**RFP # 22-060 Construction Management Services for New Public Works Facility**” and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. *Do not staple or submit bid in any type of binder; binder clips are acceptable.*

III. AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O’Fallon. The Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

IV. BACKGROUND

Public Works Facility

The City entered into an agreement with H Design Group, LLC to perform and complete a Master Plan Design Report and conceptual design for a new public works facility. Several options were investigated and the City selected Option H, which includes the following square footages (SF):

- Building Areas – 60,700 SF
- Covered Areas – 24,400 SF
- Shop/Storage Equipment – 13,200 SF
- Maintenance Equipment – 16,500 SF
- Fixtures, Furniture & Equipment (FF&E) – 20,400 SF
- Fuel Equipment – 3,200 SF
- Wash Equipment – 3,400 SF

The complete copy of the Master Plan Design Report and conceptual design will be provided for potential bidders to utilize.

The basis of the designs for the facility will be comprised of the various improvements as determined by the adopted program, the conceptual floor plan layouts, and the conceptual renderings approved by the City Council for the facility, as shown in the documents provided above.

V. TERMS AND CONDITIONS

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

CONTRACT FORMAT:

The contract that will be used for the CMA Services will be based on AIA Document C132-2009, Standard Form of Agreement between Owner and Construction Manager as Owners Agent with such revisions thereto as required by the City. The AIA A232 General Conditions shall be considered part of the contract agreement.

The CMA company shall be responsible for multiple items related to the design, construction, closeout, and warranty phases of the project as shown within this document.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. A signed, notarized affidavit and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.

E-VERIFY:

Company shall remain E-verify compliant, as shown within the submitted statement of qualifications portion of the selection process.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after a contract is approved by the City Council. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost, or pricing information, nor a total proposal will be considered proprietary.

REJECTION OF PROPOSALS:

The City of O’Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified and justified in the proposal.

INCURRING COSTS:

The City of O’Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals including supplemental information shall be submitted to the Procurement agent listed within this document. Supplemental materials will not be accepted after the proposals have been opened, unless specifically requested by the Purchasing Agent or other City representative. Submission or distribution by the company of unsolicited supplemental materials to City employees, representatives, or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:

The City of O’Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

OWNERSHIP OF CONTINGENCIES:

All contingencies and monetary amounts established by the owner and related to the projects budgetary risk management through design and construction shall be owned and utilized by the

City. Neither the design architect/engineer, nor CMA, shall assume the utilization of any contingency or monetary amounts without City authorization throughout the project.

Utilizing contingencies for unforeseen items such as significant changes in material costs or availability, unforeseen weather conditions, resource availability, or production capacity shall be dealt with on a case-by-case basis, and no additional payment shall be granted unless otherwise authorized by the City. It is the CMA's responsibility to assess and evaluate all industry standard, historical, and potential issues as practicable that may become a factor and include their own contingency within their proposal to give themselves a reasonable amount of flexibility for market, labor, or material changes.

SUBLETTING SERVICES:

The selected company shall not be allowed to sublet any CMA services on the project. All daily onsite and office CMA services and related work shall be performed by personnel employed by the selected firm. It is preferred by the City that the primary company completes as much of the requested services in house. The company shall submit any and all sub-consultant companies that may provide services throughout the project. It is required that the submitted personnel be utilized throughout the project and any changes thereof shall be submitted in writing for consideration of approval by the City. The CMA company shall submit within the proposal the general standard services that the proposal includes.

PAYMENT TERMS AND CONDITIONS:

Payment terms and conditions will follow as stated within the agreed upon contract format. The City's payment terms are typically Net 30 days after final approval of applications for payment. The City is exempt from Missouri sales taxes, and will not pay taxes for any product or service. A copy of the City's tax exempt certificate shall be presented to the firm or company that is awarded a contract. The City requires supporting documentation for all CMA requests for payment throughout the project. All pay requests shall include the appropriate documentation to support the work that was provided within the billable time period by the CMA. This documentation shall include, but not limited to, a break down showing the personnel, time, and costs associated with the work completed and calculated from the accepted submittal information that will be part of the agreement. A summary narrative of work shall also be included with the breakdown showing all work completed in relation to the chargeable times and personnel. The City reserves the right to withhold payment until all supporting documentation is acquired for the specified pay period.

VI. INSURANCE:

INSURANCE REQUIREMENTS THESE SPECIFICATIONS APPLY TO THE CMA AND ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, WHETHER A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: The Construction Manager and Contractors shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in

the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

- A. **Workers' Compensation and Employers Liability Insurance:** The Construction Manager and Contractors shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. The policy must cover Missouri exposure and contain an All States Endorsement if necessary to cover such exposure. If the construction managers Employers Liability limits are below those stated above an umbrella liability policy may be used to attain the requested limit.

- B. **Commercial General Liability Insurance:** The Construction Manager and Contractors shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Construction Manager and Contractors, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - (1) Premises and Operations
 - (2) Products and Completed Operations
 - (3) Contractual Liability insuring the obligations assumed by the Construction Manager and Contractors under this Contract.
 - (4) Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Construction Manager and Contractors project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability: The Commercial General Liability policy limits shall not be less than:

- \$3,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
- \$3,000,000 Aggregate for Products/Completed Operations
- \$1,000,000 Personal Injury/Advertising Injury
- \$3,000,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured: The Owner, all of its officers, directors and employees shall be named as Additional Insured under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing

equivalent coverage. If additional insured status is required for a correction period then CG 20 37 (2004 edition) or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage: The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the construction Manager or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- D. **Business Automobile Liability Insurance:** The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$3,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insured. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner or Construction Manager shall be excess only and will not contribute with Construction Manager or Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.
- E. **Professional Liability (Errors and Omissions):** covering the Construction Manager's negligent acts, errors and omissions in its performance of services as defined in the contract. Policy limits should not be less than \$1,000,000 per claim and \$1,000,000 aggregate.
- E. **Umbrella Excess Liability:** The Construction Manager and Contractors should provide an umbrella excess liability policy that will provide a minimum of \$2,000,000 per occurrence/\$2,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and complies with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$3,000,000 per occurrence/\$3,000,000 aggregate.
- F. **Waiver of Subrogation:** The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- G. **Certificates of Insurance:** As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Construction Manager and Contractors to the Owner and Construction Manager before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site

until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Construction Manager, Contractors, and Sub-Contractors do not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and Construction Manager, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Construction manager, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Construction Manager and Contractors of their duties and responsibilities in this Agreement.

- H. **Copies of Policies:** Construction Manager and Contractors shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.

- I. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Construction Manager as Additional Insured and have the Waiver of Subrogation endorsement added.

- K. **Other Insurance:** The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

VII. SELECTION PROCESS:

The City has an established committee that will be responsible for the review and evaluation of each proposal submitted, and provide a recommendation for the selection of an individual CMA company. The City reserves the right to request interviews from any company as deemed necessary, but this shall not be construed as a requirement of the selection on the City's behalf. The City reserves the right to reject any and all proposals if found to be in the best interest of the City. A recommendation, if determined, will be presented to the City Council for approval to enter into a contract with the approved CMA company.

The City of O'Fallon intends to award the CMA services agreement to a qualified firm which best demonstrates the commitment and application of experience, resources, and methods to the unique construction requirements, as well as the cost and schedule objectives established by the City of O'Fallon. The evaluation and selection of the CMA company will be based upon the

following criteria. An example rating sheet is attached to show the weight each criteria holds.

Total Cost

- Total cost of the proposal including, but not limited to, fees for overhead and profit, and reimbursable costs.

Project Management Plan

- Demonstrated understanding of the City's project objectives utilizing a traditional Construction Manager as Owner's Agent methodology.
- Methodology and management approach to the project.
- Methodology and demonstration of successful management systems which have been employed for the purposes of estimating, scheduling and budget control. The CMA will provide examples of cost estimates of previous projects. The examples shall contain the design cost estimates prior to advertising, awarded bid cost, and final construction cost of the project. Explain all reasons for differences in the design cost estimates vs bid vs final construction costs, whether it is an increase, or deduct for each project.
- Demonstration of successful technological and management systems which have been employed for the purposes of acquiring, logging and tracking, circulating, reviewing, and approving the following: Change orders, Requests for Information, Shop drawings, material submittals, large files, etc.
- Demonstration of good faith efforts to achieve compliance with federal, state and local affirmative action requirements.
- Demonstration of developing, maintaining, and ability to meet project schedule. Including project closeout and warranty periods. Explain all overruns, delays, or early completion for projects of this nature or complexity.
- Demonstration of the ability to work with Architect/Engineer teams.
- Demonstration of the familiarity with St. Louis metro area tendencies, material costs, labor, and overall general construction industry.
- Demonstration of financial strengths, weaknesses, litigations, etc.

Experience and Technical Competence

- The proposed assigned personnel must have experience serving as the CMA on publicly funded County or Municipal projects in the last 5 years of similar nature or complexity. It is preferred that this work be related to Public Works type facilities.
- The company and personnel assigned shall be familiar with LEED and have experience related to these practices.
- Demonstration of ability to perform projects comparable in design, scope and complexity.
- References of owners for whom construction management has been performed for projects of similar nature or complexity.

- Demonstration of projects utilizing Project Labor Agreements (PLA). Provide references for these projects.

Project Team Workload

- Availability and workload of the project team, including sub-consultants if utilized.

Pre-bid cost estimates vs. awarded contract amount vs. final construction cost

- The past record of performance of the CMA company regarding the abilities to provide accurate cost estimates and abilities to maintain the established budgets for projects.

Responsiveness and completeness of the proposal

- The quality of the information submitted based upon the completeness, relevance, conciseness, and organization of the material.

VIII. PROPOSAL CONTENT:

The selected company shall act on behalf of the City in all aspects of the projects. The company shall manage the project utilizing their knowledge, experience, and methodology to act and make determinations in the best interest of the City and public.

Responses to this RFP should be in the same order as requested. Responses should be specific and precise with adequate detail to accurately define your qualifications for performing the services required. Limit your responses to the information requested by each item listed below. Any additional information that you wish to submit should be included in a separate section marked “Supplemental Information.”

1. Complete and Include Attachment A.

On separate sheets, provide the following information for all projects listed in attachment A.

- Client name and address
- Project name
- Description of project
- Value and schedule of project; (including duration in months of CMA contract, preconstruction phase and construction phase)
- Contact person and information: Including the correct phone number and email address. It is the responsibility of the firm(s) to verify the correct information prior to submitting.
- Architect: Including the correct phone number and email address.
- List in spreadsheet format projects your organization has **completed in the past 5 years (or is currently working on) as a CMA for a City, County, or governmental agency that are similar in nature to the proposed project. Do not include work completed by a sister and/or affiliated company.** Include a brief description of the project, the contract amount, the fee amount paid to you, the final date of completion, owner, and architect contact/reference. This will also include the following project cost information for each project shown: Final

cost estimate total prior to bidding, accepted contract cost, and final cost of the project. Specifically relate how your experience with these projects will be applied in the execution of this project.

- Describe your working relationships with previous A/E teams and what was found to be successful and unsuccessful. Provide the prime consultants reference information for up to three projects listed.

2. Complete and Include Attachment B
3. Complete and Include Attachment C
4. Describe, in depth, any litigation that your company is currently or has been involved in for past or present projects. Include a description of what the litigation or claim pertained to, amounts of damages paid out by the company for claims, the company's roles in the project, the company's responsibilities to the proposed claims, and all other information related to the litigation.
5. Complete and Include
 - a. Affidavit
 - b. Anti-Collusion Affidavit
 - c. Audit Clause for Contracts

6. **PROJECT MANAGEMENT PLAN**

Provide a management plan that sufficiently defines your management and technical approach to the project. Include in your response the information requested in the following items:

- a. Explain how your company will provide all the services necessary to work under the traditional CMA format and methodology.
- b. Expand on the resumes of key personnel with a description of the roles they will assume on this project and list related project experience.
- c. For each member of your firm's proposed project organization, provide a detailed list of work specifically for the personnel anticipated to be assigned to the project and show this work through 2025, if available. The percentage of their time that will be dedicated to this project during the design and preconstruction phase and the construction phase.
- d. Submit a schedule and explain all critical path, long lead items that need to be addressed early. Discuss all options of expediting the provided schedule and how this would be accomplished. Submit an explanation of your firm's scheduling organization and techniques and how they will be employed in the performance of this Project.
- e. Describe how your firm can aid the City and A/E team in determining economical means and methods for the City to self-procure certain items for the project. Examples include, but not limited to, appliances, furnishings, audio visual (AV) equipment, etc.

- f. Explain how your company will challenge the Architectural team for cost savings. Provide past projects that have included challenging the design firm, results of the challenge, how the challenge was justified, cost benefits provided to the Agency, and any other pertinent information related.
- g. Describe your firm's cost estimating and cost control organization and techniques and how they will be employed in the execution of this Project. Provide an example in the format that will be utilized and submitted as part of the project requirements.
- h. Provide information explaining the methods utilized by the CMA in your constructability review to ensure the project or portions thereof are not being "over-designed", or where an alternate design that meets the original design intent can be employed to achieve greater cost efficiency. Provide examples through past projects where this has occurred and explain in detail what the results were for each.
- i. Describe in detail how the CMA will provide the necessary services to ensure that the design is incorporating the most advantageous and sustainable design aspects for items including, but not limited to, HVAC systems, lighting, coatings and wall finishes, etc.
- j. Describe in detail how your firm approaches Value Engineering. Explain what your firm's resources and capabilities to provide Value Engineering are, and how will they be applied to this Project.
- k. Submit your plan to provide Quality Assurance and Control for this Project throughout the design, pre-construction, construction, closeout, and warranty phases.
- l. Describe your procedures for acquiring, logging, tracking, reviewing, circulating, and processing of shop drawings, RFI's, and all other submittals. Provide a list of technology or programs that have been utilized for these purposes in past projects.
- m. Describe your procedures for acquiring, logging, tracking, reviewing, circulating, and processing changes orders, including review and auditing of subcontractor pricing.
- n. Describe your procedures for ensuring that all elements of the construction drawings and specifications are covered in the bidding process.
- o. Describe your firm's safety program and implementation for the project. Include your company safety record (incident rates and experience modification rates) for each of the past five years.

IX. PROPOSED COMPENSATION:

The CMA will provide all services needed from the inception of the executed contract, and terminate following the end of the warranty periods, unless otherwise terminated by the City. It is the responsibility of the CMA to evaluate the project and provide all costs necessary within the submitted fee. These costs will be based upon what the CMA deems necessary to provide all the necessary services for the project.

1. State the proposed Preconstruction Phase Fee for all overhead, profit, and support/reimbursable costs as a not to exceed fixed fee. See Attachment B. Your fee should be based upon what the CMA deems necessary for the preconstruction period, which includes design and bid phases. It is the responsibility of the firm to include in this fee the flexibility to work within a fluid timeframe, understanding that it may take more or less time to complete.
 - a. A contingency shall be included within the not to exceed fee that can be utilized on as needed basis during the pre-construction period for unforeseen items or additional work that may be necessary. If it is found that the contingency is not needed this amount may be reduced from the contract total or utilized in the construction phase if deemed necessary and authorized by the City.

2. State the proposed Construction Phase Fee for all overhead, profit, costs/reimbursable as a not to exceed fixed fee. See Attachment B. **The Construction Phase fee shall not exceed \$892,500 (5.25% of estimated facility construction cost of \$17,000,000)**. It is the responsibility of the firm to include in this fee the flexibility to work within a fluid timeframe, understanding that it may take more or less time to complete.
 - a. A contingency shall be included within the not to exceed fee that can be utilized on as needed basis during the construction period for unforeseen items or additional work that may be necessary. If it is found that the contingency amounts are not needed, these amounts shall be reduced from the contract.
 - b. FF&E and Start-up **shall be included** in the not to exceed construction phase fee, but this fee shall be broken out separately in Attachment B.
 - c. Warranty Period **shall be included** in the not to exceed construction phase fee, but this fee shall be broken out separately in Attachment B.
 - d. **If the actual facility construction cost or schedule increases or decreases by at least 5%, the construction phase fee of the CMA may be adjusted commensurately.**

3. Provide unit costs for all, construction phase, field staff and reimbursable costs as indicated on Attachment C of this RFP. These costs shall only be utilized for additional services as approved by the City and payable as shown within the executed schedule of costs. If it is found additional services will be needed the CMA will need to provide an itemized breakdown for the amount of work anticipated and the contingency will be paid accordingly following City approval.

All dollar value UNIT COSTS, shown on Exhibit C, are requested to be filled in as indicated below regardless of the final staffing plan. If a cost does not apply to the company's submittal state "not required" or "\$0" in lieu of a dollar value.

X. SCHEDULE OF ACTIVITIES

The schedule shown below is the proposed tentative schedule the City has determined for the project. These are the target dates that will be associated with the project at this time.

Public Works Facility

Release and advertisement of RFP:	May 13, 2022
Deadline for submission of questions:	June 20, 2022
Proposal submission deadline:	June 30, 2022 at 12:00 PM
Interviews	July 11-15, 2022
Final Selection	July 21, 2022
Desired date of City Council approval:	July 28, 2022

Any questions of interpretation with respect to this Request for Proposal should be directed in writing to:

Julie Moellering
Purchasing Agent
City of O'Fallon, Missouri
100 North Main Street
O'Fallon, Missouri
Phone: (636) 379-5527
jmoellering@ofallon.mo.us

All questions shall be submitted in writing by the deadline of June 20, 2022 by 12:00 pm. Responses shall be provided to the CMA companies by end of day on June 28, 2022.

EXHIBIT A

CITY OF O'FALLON, MISSOURI

RFP NUMBER 22-060

SCOPE OF SERVICES

The City desires an experienced and knowledgeable company to work closely with the City project management, City public works, the City purchasing division, the selected A/E firm(s), and all other representatives that will be associated with this project to provide the requested Construction Management as Agent (CMA) services for the City of O'Fallon. These CMA services shall be utilized for the proposed facilities as described within this Request for Proposal.

The Construction Manager ("CM") shall provide full management services during all phases of the project from final design, bidding, contractor selection, construction, closeout, FFE, move in and warranty period. The construction management services will include but not be limited to the following:

- A. Planning and Design Services.** Services provided in the planning and design phases of the project may include, but not be limited to, consulting with, advising, assisting and making recommendations to the City and Architect on all aspects of planning for the project construction, reviewing all plans and specifications as they are being developed and making requirements for procurement and construction, projected cost estimates, making, reviewing and refining budget estimates based on the City's desired budget and other available information; making recommendations to the City and Architect regarding the division of work in the plans and specifications to facilitate the bidding and awarding of contracts; soliciting the interest of capable contractors and assisting the City in taking bids on the project, analyzing the bids, receiving and awarding contracts; and preparing and monitoring a progress schedule during the design phase of the project and preparation of a proposed construction schedule.
- B. Construction Management Services.** Construction Management Services provided in the construction phase of the project including, but not limited to, maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the contractors on the project; observing the work as it is being performed and construction inspection for general conformance with working drawings and specifications; establishing procedures for coordinating among the City and Architect, Contractors with respect to this project and implementing such procedures; maintaining job site records and making appropriate progress reports; implementing labor policy in conformance with requirements of the City's policies and making recommendations for and processing requests for changes in the work and maintaining records of change orders; scheduling and conducting job schedule, coordinating and expediting the work of all Contractors and providing periodic status reports to the City and Architect; and establishing and maintaining a cost control system and conducting meetings to review costs.
- C. Document Review.** The CM will review existing preliminary design and analysis and provide recommendations for incorporation into the current design process. During this time the firm

will also work with the City to assist in understanding programmatic needs and how to incorporate those into a design that is cost effective, energy conscious, and utilizes technology and sustainable practices to maximize efficiency in energy and water conservation.

- D. Project Phasing Options.** Work with the Architect to identify project phasing methods that may provide both short term and long term benefits to the City. Examples of these phasing options may include site utilities, site grading, landscaping, interior finish and shell space, construction staging etc. If accepted by the City, CM would work with Architect to incorporate changes into the design as well as construction documents.
- E. Risk Factors.** Work with the architect to identify risks such as conditions or events that may adversely impact the project scope, schedule, budget, and quality. Evaluate identified risks for factors such as overall impact, chance of occurrence and provide recommendations to mitigate or minimize the risk.
- F. Constructability Review.** Review plans and documents for accuracy, completeness, ambiguities, materials selected, specified products and ability to bid. Review throughout the design process and provide reports and comments to both the Architect and City at 50% and 95%. Provide final report that all comments on constructability have been addressed at 100%.
- G. Cost Estimates.** Prepare complete detailed comparison cost estimates utilizing actual construction costs realized from recent construction within the St. Louis Metropolitan Area. Estimates should be completed for comparison to Architects estimates at the submittal of 50%, and 95% plans as well as final PS&E.
- H. Construction Documents.** Work with the Architect in developing the construction documents to insure the quality and cost effectiveness of materials and equipment while maintaining an efficient and effective design.
- I. Contractor Selection.** Assist the City on the selection of the Project Contractor. This assistance may include development of the bid advertisement, evaluation of responses, and recommendation of a firm.
- J. Construction Inspection.** Inspect all materials and work for conformance to applicable codes, ordinances, regulations, laws, drawings and specifications.
- K. Budget Tracking.** Track construction costs and maintain detailed construction cost records.
- L. Payment Processing.** Evaluate and process all pay request applications from contractors, including review of pay request applications with the City and the Architect prior to approval. Verify that all lien waivers and all other documentation is correctly submitted as per Prevailing Wage requirements, including reviewing certified payroll.
- M. Daily Log.** The CM must keep a daily log. The following information shall be included:

1. Facts only, no opinions.

2. Date.
3. Weather information including statement related to whether conditions are suitable for construction progress.
4. Running total of contract time charged and reasons for days credited.
5. Contractor information for each contractor on the project including:
 - a. Name of contractor
 - b. Work performed by the contractor
 - c. Notable discussion of interaction between the inspector and the contractor; deficient work order, etc.
6. Noted events for the day, examples may include
 - a. Status of project Traffic Control Operations
 - b. Status of Project erosion control
 - c. Work or materials rejected and why
 - d. Length and cause of any delay
 - e. Unusual conditions and effect on job
 - f. Visitors to the project site.
7. Printed name and signature of inspector completing the daily log.

N. Construction Progress Updates. Provide written bi-weekly progress updates. These updates must contain the percentage of project complete, contract days charged, contract days remaining, a brief narrative on project progress and information regarding anticipated change orders.

O. Dispute Resolution. Document all unanticipated disputes and claims. Make recommendations for resolution of disputed items.

P. Project Closeout. Coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage.

Q. FF&E. Coordinate with the design team, external vendors and internal departments for FF&E programming and planning. Assist in the installation, product acceptance and close-out of these items.

R. Move-in. Assist in pre-planning efforts to ensure a successful move-in. Provide needs assessment and assist in the development of a move-in schedule.

S. Warranty. Collect and catalog all operating and instruction manuals for equipment and building systems. Collect, log, review and submit to City all warranty documentation. Coordinate the warranty work by contractors to ensure that their obligations are fulfilled in a timely manner.

T. Miscellaneous Items:

1. Attend all meetings deemed necessary for the planning and approval process of the design. This shall directly relate to the development, submittal, and approval of the

facility site plan through the Planning and Zoning, Community Development, Building Department & Engineering Department. Presentations to the City Council and Public Works Advisory Commission shall be included in the work to complete this task.

2. Assist in obtaining review and permit approvals by all necessary public and regulatory agencies, and all other approval authorities for every aspect of facility from design through construction.
3. Participate in all project design reviews, and review meetings, with the City and the A/E Consultant.
4. Develop, market, and promote contractor and sub-contractor interest in the project.
5. Review and verify all bids to ensure that all include a complete scope of work needed, and all items are accounted for in the bid. Establish meetings with any potential award recommendations for a thorough vetting process prior to the final award of the project to any contractor or subcontractor.
6. Coordinate, manage, inspect, and evaluate all material, labor, and equipment as work is being performed to ensure conformance with drawings and specifications. Comment on all discrepancies, issues, or any other items not found to be in full conformance of the contract documents.
7. During construction, schedule and conduct weekly job progress meetings at a minimum to ensure orderly progress of the work and provide reporting to the City as the progress of construction on a weekly basis.
8. Provide a 4 week look ahead schedule at a minimum throughout the project. Long lead time items and various other aspects may require a longer look ahead schedule.
9. During design, conduct meetings with the Owner and A/E Consultant to review construction progress, budget, scheduling, problems, etc. on a bi-weekly schedule at a minimum.
10. Manage all disputes pertaining to the work, material, labor, general contractor, sub-contractors, and all other parties related to the construction of the project.
11. Coordinate and manage site safety, security and access control.
12. Monitor and enforce the requirements for the overall site cleanliness.
13. Provide the computer program/software for submittal review and approval processes for the construction period. Acquire, log, track, review and process shop drawings, material submittals, RFI's, and all other submittals required for the project.
14. Provide all the services necessary to have a comprehensive start-up of all systems within the facility prior to project closeout. Coordinate and assist with all training necessary for each system with the appropriate City division.

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CITY OF O'FALLON, MISSOURI

PROPOSAL FORM
PUBLIC WORKS FACILITY

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 22-060 and to all the conditions imposed herein, the undersigned offers and agrees to provide construction management services for the City of O'Fallon in accordance with the scope of work and intent of the request for proposal contained herein.

Proposal Form shall be attached to bidder's proposal.

Public Works Facility

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

SIGNATURE: _____

ADDRESS: _____

NAME: _____

CITY: _____

TITLE: _____

STATE/ZIP: _____

PHONE NO.: _____

TAX ID NO.: _____

DATE: _____

EMAIL ADDRESS: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.			
Addenda 1 _____	Addenda 2 _____	Addenda 3 _____	Addenda 4 _____

**ATTACHMENT A
CONSTRUCTION MANAGEMENT
PREREQUISITES**

Page 1*

Public Works Facility

Name of Firm:

Address:

1. Has your firm completed a Public Works Facility in the past five (5) years? YES NO

A. Municipality/County _____

Facility Name: _____

B. Municipality/County _____

Facility Name: _____

C. Municipality/County _____

Facility Name: _____

2. Has your Project Manager managed a Municipal / County Project? YES NO
(As described in #1 above for either type of facility)

A. Municipality/County _____

Facility Name: _____

B. Municipality/County _____

Facility Name: _____

C. Municipality/County _____

Facility Name: _____

**ATTACHMENT A
CONSTRUCTION MANAGEMENT
PREREQUISITES**

Page 2*

Public Works Facility

3. Has your firm served as Construction Manager as Agent (CMA) on at least three (3) Publicly funded projects in the last five (5) years? YES NO

A. Client / Facility Name: _____

Value / year Completed: _____

B. Client / Facility Name: _____

Value / year Completed: _____

C. Client / Facility Name: _____

Value / year Completed: _____

4. Has your proposed Project Manager managed a publicly funded project as Construction Manager as Agent (CMA) in the last 5 years. YES NO

A. Client / Facility Name: _____

Value / Year Completed: _____

B. Client / Facility Name: _____

Value / Year Completed: _____

C. Client / Facility Name: _____

Value / Year Completed: _____

*It is preferred the CMA provide a Public Works Facility first with these documents. If none are available, than show other projects of similar complexity under public funding second, and projects related to school districts fire stations, ambulance stations, etc. shall be shown last if applicable.

**ATTACHMENT B
FEE'S FOR ALL HOME OFFICE STAFF, REIMBURSABLES,
OVERHEAD AND PROFIT**

Public Works Facility

An itemized breakdown of the included costs shall be submitted with this attachment in a spreadsheet format. This shall include, but not limited to, all costs that were utilized to calculate the fee shown below for the pre-construction and construction (including FF&E, Start-up and warranty) proposal items that make up the Not To Exceed Total Fixed Fee. This shall include any profit, overhead, or contingencies the firm may have included for internal flexibility throughout the project.

Fixed Fee

A. Pre – Construction Phase Fee
(provide detailed breakdown)

\$ _____

B. Construction Phase Fee
(provide detailed breakdown – include breakout
For FF&E, Start-Up, and Warranty Period)

\$ _____

NOT TO EXCEED TOTAL FIXED FEE (A + B)

\$ _____

ATTACHMENT C
STAFF & REIMBURSABLES
Public Works Facility

1. The following costs shall only be utilized for additional services as deemed necessary and agreed upon through the design, construction, project closeout, and warranty period of the projects. If no additional services are required these costs will not be payable.
2. A dollar value unit cost must be filled in for each item indicated below for the proposed staff and agreed upon by the Owner and Construction Manager.
3. Any item below that does not include a separate dollar value will be deemed not needed and not be available to calculate payment.
4. Any home office or field office reimbursable expenses not listed below shall be considered part of your proposed Lump Sum Fees in ATTACHMENT B, and not paid separately.

Description	Hourly Rate (\$)
Project Executive	_____
Project Director	_____
Project Manager	_____
Pre-Construction Manager	_____
Senior Estimator	_____
Estimator	_____
Project/Field Superintendent	_____
Project Engineer	_____
Field Assistant	_____
Safety Director	_____
QA/QC Manager	_____

Additional Reimbursables

Field Office & Equipment (Monthly Rate)	_____
Travel / Mileage / Field Transportation (\$/mile)	_____
Postage/Courier Cost	_____
Printing/Reproduction Cost	_____

Attachment 1: Sample Copy of Rating Sheet

City of O'Fallon, MO
 Construction Management Services
 Selection Criteria
 Date:
 Reviewers Name:

Criteria	Max pts	Firms				
		Firm 1	Firm 2	Firm 3	Firm 4	Firm 5
		Points	Points	Points	Points	Points
Proposal Total Cost	30					
Project Management Plan	25					
Experience and Technical Competence	20					
Project Team: Workload and Availability	10					
Past record of performance: Pre-Bid Cost Estimates vs Awarded Bid Cost vs Final Construction Costs	5					
Quality of information based on completeness, relevance, conciseness and organization of materials	10					
Total Pts	100					

AFFIDAVIT

_____, being duly sworn stated that (s)he _____
(Officer's name –typed or printed) (Title of Officer)

of _____, that (s)he is authorized
(Name of Firm)

to execute this document in behalf of the firm listed above, and that all the statements on this form along with the attachments thereto are true, correct, and complete.

Signature of Officer

Subscribed and sworn to before me by _____,
Who personally appeared before me and is known to me to be the person described in and who executed the foregoing affidavit, and acknowledged that _____
(s)he executed the same as _____ free act and deed.

IN WITNESS WHEREOF I have hereto set my hand and affixed my official seal at my office in

_____, this _____ day of _____, 20_____

Notary Public Signature

(Seal of Notary Public below)

ANTI-COLLUSION AFFIDAVIT

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he is (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said BIDDER has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

SIGNED: _____

Title: _____

Subscribed and sworn to before me this ___ day of _____, 2022

Seal of Notary

Notary Public _____

In completing this form the title that is not applicable should be struck out. For example, if the CONTRACTOR is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

Title _____

AUDIT CLAUSE FOR CONTRACTS

Examination of Records

The Construction Manager as Advisor (CMA) records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the City Auditor, or a duly authorized representative from the City, at the City expense. The CMA shall preserve all such records for a period of three years, unless permission to destroy them is granted by the City, or for such longer period as may be required by law, after the final payment. Since the CMA is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the CMA operations obtained during audits will be kept confidential.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours _____

Phone: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all bid terms and conditions)