

# **Request for Qualifications for Owner's Representative Services**

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## **Submittal Date**

June 11th, 2024, 6:00 p.m. C.T.

## **Address**

Pettis County Ambulance District  
210 West 4<sup>th</sup> Street  
Sedalia, MO 65301

## **Issuance Date**

May 3<sup>rd</sup>, 2024

**REQUEST FOR QUALIFICATIONS (RFQ) FOR OWNER'S  
REPRESENTATIVE SERVICES**

The Pettis County Ambulance District is soliciting qualifications from firms to provide comprehensive **Owner's Representative Services for the design and construction of a new satellite station.**

Qualifications will be accepted in person until 06:00 p.m. C.T., on June 11th, 2024 at:

400 South Kentucky Avenue  
Sedalia, MO 65301

All questions or comments regarding this solicitation package must be submitted in writing to Roy Pennington by e-mail to [rpennington@pcad.us](mailto:rpennington@pcad.us) no later than June 7<sup>th</sup>, 2024, 12:00 p.m. C.T.

Qualified firms are required to submit their qualifications in accordance with these solicitation requirements. Six hard copies of your response and one electronic copy (Adobe PDF) must be submitted.

After the RFQ opening there will be an oral interview/presentation session scheduled. The presentation should demonstrate the firm's experience in providing project management services for similar projects described in the above information, including their experience in coordination with other design firms, projects, and entities.

The Pettis County Ambulance District reserves the right to reject any or all responses, or any part thereof, or waive irregularities or defects in same, or accept any proposal deemed to be in the best interest of the Pettis County Ambulance District.

To ensure fair consideration for all Firms, the District prohibits communication to or with any department, elected official, or employee during the submission process except as noted above.

## **SCOPE OF SERVICES**

The Pettis County Ambulance District (herein after the “The District”) intends to engage a firm to provide Owner’s Representation Services (herein after the “OR”) for the design and construction of a new satellite station. The District has acquired the necessary property and completed a successful financing initiative for the funding of the project.

The OR will oversee the planning, design, and construction of all aspects of the Project.

As a condition to the contract award, the selected OR is required to enter into an agreement with the District for the performance of the services defined herein.

The selected OR shall not be permitted to bid on or perform any of the actual construction on the Project, nor shall any construction firm controlled or partially owned by the OR be allowed to bid on or perform work for the Project. The OR shall be allowed to provide basic services for which specific reimbursement provisions are included in the general conditions of the OR’s contract with the District. The actual construction work on the Project shall be awarded through a competitive bid process.

The OR, in general, shall have primary management responsibility for the Project and shall coordinate all Project matters. As such, the OR shall serve as the Districts main point of contact and liaison between the architect/engineer, general contractor, and other consultants and vendors throughout the duration of the Project.

The OR shall advocate for the Districts interests of quality, timely and cost-sensitive design and construction while maintaining professional relationships with all consultants, partners, and vendors.

The OR will be responsible for overseeing the delivery of the Project at the best and lowest price in the marketplace and highest degree of functionality and quality. However, the OR will not replace the architect/engineer, general contractor, and other consultants, though the OR may provide evaluations and recommendations on same.

OR shall be able to perform all services identified on Exhibit A – Scope of Services, for the Project.

## **SUBMITTAL REQUIREMENTS**

Responses must be organized according to the sections listed below. Responses should be of sufficient length and detail to demonstrate the proposer has a thorough understanding of the skills necessary to deliver the services requested.

### **1. General Information**

Provide a company profile including principal areas of expertise and experience providing Owner's Representative Services to publicly funded entities in the State of Missouri. Proposals must also include the following information:

- Date, state and type of business organization (close, general, or S corporation; LLC or PLLC; sole proprietorship).
- Federal and state tax ID numbers.
- Names of Owners, Principals and/or Officers.
- The name, title, e-mail address, mailing address, fax and telephone number of the officer authorized to represent the proposer in any correspondence, negotiations and sign any contract that may result.
- The project manager's name, title, e-mail address, mailing address, fax, and telephone number.

### **2. Project Understanding & Approach**

Identify if your firm has the ability to perform the services defined herein (Exhibit A), what services your firm will employ and why, your approach to doing so and if any third-party consultants are required to complete the services.

### **3. Staffing Proposal and Staff Experience**

Provide a staffing proposal that includes an organization chart of the proposed team and résumés of key personnel. Proposals must include the following information:

- The firm must provide a single point of contact for the Project.
- Key personnel's resumes including name, title, education, experience, references, professional affiliations, certifications, licenses, and registrations. Clearly define projects managed by those individuals in the role of an Owner Representative or Construction Management Advisor (not Architect, Engineer, General Contractor, or any other role on the project). Clearly define projects managed by those individuals that are similar to this Project type in scope of work and purpose. Only include resumes for individuals that will be actively engaged in the Project.

- Identify any external sub-consultants and describe their roles and responsibilities with the Project Team.
- Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness, or separation.
- Though the Owner's Representative will not be asked to perform the services of a professional licensed engineer, the District would like the professional services provided by the Owner's Representative to be performed or managed by a licensed professional. As such, please identify a member of your project team that is a licensed Professional Engineer.
- Though the District may not seek LEED Certification on any projects, the District would like the Owner Representative to have LEED Accredited professionals on staff. As such, please identify a member of your project team that is a LEED Accredited Professional.

#### **4. Similar Project Experience & References**

Please provide a chronological list of all projects completed by your firm in the role of Owner's Representative or Construction Management Advisor for a City or County Government.

Please provide information on those projects (from the list above) that were completed in the past five years including: Client name, brief descriptions of project, date completed, constructed value, the name of the proposed staff that was involved (and their role) and an owner reference including name, title, phone number and e-mail address.

#### **SUBMITTAL FORMAT**

The owner, principal, or corporate officer authorized to bind the responding firm shall sign the Proposal attesting that all the information provided is true.

## **SELECTION CRITERIA**

Proposals will be evaluated using the following criteria:

- Qualifications and experience of the proposer with the proposed project type.
- Qualifications and experience of the proposer with performing the proposed services for Publicly Funded Agencies.
- Demonstrations of proposer's ability to perform projects comparable in design, scope, and complexity to the Project.
- Qualifications of proposer personnel who will manage the Project.
- Demonstration of successful management systems which proposer has employed for the purposes of estimating, scheduling, and controlling costs; and
- References from owners for whom OR services have been performed.

## **CONTRACT AWARD**

After the RFQ opening on June 11, 2024, there will be an oral interview/presentation session scheduled. The presentation should demonstrate the firm's experience in providing project management services for similar projects described in the above information, including their experience in coordination with other design firms, projects, and entities.

The District will evaluate and rank responses to the Request for Qualifications based on the established selection criteria. Recommendation for contract award will be contingent on successful negotiation of contract terms. If a contract cannot be successfully negotiated with the selected firm at a price determined to be fair and reasonable, the District reserves that right to negotiate with another proposer.

## GENERAL TERMS

1. Nothing contained here will create any contractual relationship between the District and the firm submitting a proposal. Statements contained in the response of the successful proposer may become part of the agreement for services.

2. Information received from each firm will become the property of the District.

3. The District reserves the right to accept or reject any or all submittals, or any part thereof, or waive any irregularities or defects in same, and to award the contract to any firm deemed to be in the best interest of the District.

4. The District is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the response or subsequent negotiations of a contract for the services described herein.

5. All successful Proposers on District contracts for services in excess of \$5,000 must provide the District with documentation and a sworn affidavit, substantially in the form of the Federal Work Authorization Program ("FWAP") Affidavit attached hereto as Exhibit B, with respect to employees working in connection with the contracted services, affirming enrollment in a FWAP. The affidavit shall also provide that the Proposer does not knowingly employ any person in connection with the contracted services who is an unauthorized alien. Such affidavits must be provided no later than the execution of an Agreement with the District. Subcontractors must provide similar affidavits to its general contractors when the general contractor hires the subcontractor. A contractor or subcontractor is not required to perform an electronic verification check on employees hired before January 1, 2009.

6. The selected OR is required to enter into an Agreement with the District for the Project, which shall include but not be limited to the following terms and conditions:

- Indemnification. OR agrees to indemnify and defend and hold harmless the District, together with its board of directors, officers, representatives, agents, and employees from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of OR, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of services pursuant to this Agreement.

- Insurance. OR shall procure and maintain during the period of this Agreement insurance, as follows:

(a) Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$1,000,000.00.

(b) Commercial general liability which provides combined single limit coverage, including property damage and bodily injury, including:

Death	\$1,000,000.00 each person
	\$1,000,000.00 each occurrence
Property Damage	\$1,000,000.00 each occurrence
	\$1,000,000.00 general aggregate

(c) Automobile liability, which provides combined single limit coverage, including:

Death	\$1,000,000.00 each person
	\$1,000,000.00 each occurrence
Property Damage	\$1,000,000.00 each accident

(d) Professional liability	\$1,000,000.00 each occurrence
	\$1,000,000.00 general aggregate

The commercial general liability policy shall be endorsed to cover the liability of OR hereunder. The District shall be named as an additional insured on the commercial general liability and automobile liability policies and such insurance shall be primary and non-contributory with respect to any insurance maintained by the District. Each such policy shall be written by a company, or companies licensed to do business in the state of Missouri and acceptable to the District. Certificates of insurance shall be furnished to the District prior to the commencement of the Work. Each such policy shall provide that it shall not be canceled or altered, without 15 days' prior written notice to the District.



## **EXHIBIT A**

### **1. Preconstruction Phase Services**

- a. Owner's Representative shall attend regular meetings with the design team and owner during design development.
- b. Owner's Representative shall furnish to the Owner timely reports containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed through the date of the report; (d) any revision to the Project schedule or Project budget made during the time period covered by the report; (e) a summary of change orders made during the time period covered by the report; (f) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (g) the status of any governmental requirements and activities required to facilitate approval of the Project; and (h) any other reports concerning the Project as Owner may reasonably request.
- c. Owner's Representative shall assist the Owner in selecting, retaining, and coordinating the professional services of all design consultants, surveyors, special consultants and testing laboratories required for the Project.
- d. Owner's Representative shall prepare and submit to Owner a preliminary estimated schedule for completion of the design and construction of the Project, the various major activities to be undertaken in connection with the Project, and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the Term (the "Project Schedule")
- e. Owner's Representative shall (i) prepare and update cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project. Project Costs Estimate be general contractor grade with detailed material quantity "take-offs" and unit cost. Project Costs Estimate shall also include a summary sheet with separate line items for each cost category included in the Project cost; with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems.
- f. With the agreed-upon Project Budget, the Owner's Representative shall provide cash flow projections for the Owner's financial consultants.
- g. In consultation with the Architect and Engineers, Owner's Representative shall provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost

reductions and economies. Owner's Representative shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.

- h. Owner's Representative shall provide recommendations to the Owner and Architect regarding construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget, and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule.
- i. Owner's Representative shall review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect. Owner's Representative shall prepare a detailed constructability and coordination report.
- j. Owner's Representative shall provide Site Logistics and Operation Impact Plans for each project and for inclusion in the Bid Documents.
- k. Owner's Representative shall act as the Owner's Representative in coordinating and assisting the Architect in the preparation of bid documents. The owner's Representative shall manage the bid process and execution of contracts in accordance with the Owner's requirements.
- l. Owner's Representative shall assist the Architect in obtaining agency approvals for the Project; coordinate with the various governmental agencies having permit responsibilities for the Project; represent the Owner at meetings of the applicable governmental units; recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project; direct the Architect to ascertain whether there are any significant building code or other governmental compliance issues; coordinate with the Contractor the obtaining of necessary building permits or other necessary construction approvals for the Project; and advise the Owner as to any material issues noted by the Architect.
- m. Owner's Representative shall assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials, or methods.
- n. Owner's Representative shall review bids, prepare analyses, and make recommendations to Owner for the award of a contract for the Project.

- o. Owner's Representative shall assist with the design, procurement and coordination of FF&E (Furniture, Fixtures, and Equipment) Information Technology, Security, Audio/Visual, Signage, Testing Services, Temporary Facilities and other Owner Directly Procured building systems.

## **2. Construction Phase Services**

- a. Owner Representative shall have the ability to perform construction management services required to manage multiple primes in lieu of a General Contractor.
- b. Owner's Representative shall provide recommendations regarding each Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.
- c. Owner's Representative shall conduct pre-award conferences with the best and lowest respondent for a Project construction contract; advise Owner regarding the negotiation of business terms of each Project construction contract; and advise Owner on the acceptability of Contractor for the Project.
- d. Owner's Representative shall review and process vendor insurance certificates, surety bonds, sworn statements and waivers for contract compliance.
- e. Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.
- f. After Owner awards each Project construction contract and before the Contractor commences work on the site, Owner's Representative shall assist Owner in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.
- g. Owner's Representative shall represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.
- h. Owner's Representative shall (i) assist and review the processing of change orders, (ii) advise Owner concerning the change orders necessity and recommended cost of change orders, and

(iii) negotiate, on Owner's behalf, all change orders with Contractor. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.

- i. The Owner's Representative shall review applications for payment by the Contractor and make written recommendations to the Owner concerning the payment.
- j. The Owner's Representative shall direct the Contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, the Owner's Representative shall make recommendations to Owner for corrective action by the Contractor and review the Contractor's recommendations for corrective action.
- k. Owner's Representative shall coordinate the Architect's review and approval of shop drawings, product data and other submittals by the Contractor.
- l. In conjunction with the Contractor who has prime contractual responsibility, the Owner's Representative shall additionally review and advise the Owner concerning the adequacy of the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules in relation to the Project Schedule.
- m. Owner's Representative shall enforce the Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the Owner may require. Although Owner's Representative shall not guarantee the performance by Contractor, Owner's Representative shall recommend courses of action to the Owner when Owner or Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.
- n. Owner's Representative shall notify the Owner in writing, with photos and supporting documentation if Owner's Representative becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Owner's Representative shall review any and all test reports and notify the Owner, the Architect and the Contractor, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of the

Owner, the Owner's Representative shall reject work that does not conform to the requirements of the applicable Contract Documents.

- o.** The Owner's Representative shall advise the Owner concerning the procurement of building materials by the Contractor regarding budget and schedule implications.
- p.** The Owner's Representative shall attend the on-site review of the Project to confirm substantial and final completion of the construction of the Project and notify Owner when Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.
- q.** Owner's Representative shall coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. The owner's Representative will consult with the Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.
- r.** Owner's Representative shall obtain from Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.
- s.** Together with the Architect and Owner, the Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.
- t.** Owner's Representative shall complete the final close-out of the Project by (i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractors and the Architect, (v) collecting and/or otherwise resolving any and all back charge claims that Owner may assert against any Architect or Contractors, including assistance with any legal proceedings instituted by Owner and/or any Architect or Contractor, and/or (vi) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

**EXHIBIT B**

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.**

(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF \$5,000)

STATE OF \_\_\_\_\_)

\_\_\_\_\_ )ss  
COUNTY OF \_\_\_\_\_)

Before me, the undersigned Notary Public, \_\_\_\_\_ (Name) personally

appeared who is \_\_\_\_\_ (Title) of \_\_\_\_\_ (company name)

and after being sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

\_\_\_\_\_  
Signature (Person with Authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ (Month, Year).

My commission expires: \_\_\_\_\_

