

City of Creve Coeur
Request for Proposals: Owner's Representative Services
Responses Due: July 18, 2016 at 5:00 p.m.

Introduction

The City of Creve Coeur is requesting proposals for owner's representative (construction manager) services to facilitate:

- Project 1 - pre-construction and construction of the City of Creve Coeur Police Station, which will include site work and construction of a new building; and
- Project 2 - will include remodeling the existing Government Center.

Background

Owner

The City of Creve Coeur, a Missouri municipal corporation ("City"), operates under a Charter and the Mayor-Council-Administrator form of government, whereby the Mayor and City Council adopt and amend the policies of the City, and the City Administrator and City staff are responsible for carrying those policies out and implementing City programs. The City Council consists of the Mayor and eight Council members. The Mayor and City Council constitute the legislative and governing body of the City. The City Administrator is the Chief Administrative Officer of the City, and serves at the pleasure of the Mayor and City Council. In this position, the City Administrator supervises the general day-to-day operations of the City, and is generally responsible for carrying out all lawful policies established by the Mayor and City Council, and coordinating the activities of all departments and offices of the City.

The Owner's Representative will work with a team of City staff on the project. The City Administrator shall retain responsibility for the proper administration of the project. The team shall not be a public body empowered to exercise governmental or proprietary authority or perform a governmental or proprietary function. Therefore, meetings shall not be open to the public.

Project Location

The Creve Coeur Government Center is located on approximately 8.8 acres of land at 300 North New Ballas Road. The Police Station will be located on this site, north of the existing Government Center.

Project Description and Schedule

The City contracted with Architectural firm, Bond Architects, in January 2014 to conduct an evaluation of the existing City Hall complex including the police station and administrative offices.

Bond Architects provided guidance and professional opinions to the City for multiple options, including engineering evaluations of the physical condition of the existing facilities, needs analysis, proposed floor plans, proposed elevations, and cost projections in order to assist the City in determining whether to renovate and expand the existing city hall complex, build a new police station, or demolish the existing facility and build an entirely new building in the existing location. A Citizen Needs Assessment Task Force was formed to advise City Council on the best possible economical solution; and after more than a year

of research the decision was made to renovating the existing Government Center facility for administration and building a New Police Station adjacent to the existing facility.

Bond Architects finished the preliminary design process for a renovation to the existing Government Center and a new Police Station in February 2016. Cooper Consulting developed cost estimates. Geotechnology Inc. conducted soils testing and CEDC provided a site survey.

A new 28,000 square foot Police Station is estimated at \$10.5 million including all soft costs, and renovation of the existing 32,000 square foot Government Center is estimated at \$5.5 million, including all soft costs.

A ballot issue is tentatively planned for the November 2016 election for Creve Coeur citizens to consider a bond issue to finance the improvements. Should the measure be approved, final design and construction bid documents would then be prepared. If the tax levy is not approved any contract will terminate. It is anticipated that construction will be completed by 2019 for Project 1 and 2021 for Project 2.

The Owner's Representative will begin work immediately upon execution of a contract with the successful firm and proceed as quickly as possible. Assuming voter approval, the termination date will be that required to close out the project regarding final invoice approvals and proper general contractor close-out documentation including punch list completion.

Scope of Services & Deliverables

Introduction

The Owner's Representative shall serve as the City's principal point of contact and liaison between the architect, general contractor, and other consultants, contractors and vendors throughout the project. The Owner's Representative shall advocate for the City interests of quality, timely and cost-sensitive design and construction while maintaining professional relationships with contractors. The Owner's Representative 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 Owner's Representative will not replace the architect, builder and other consultants. The Owner's Representative will also not act with legal authority on behalf of the City. The Owner's Representative will be responsible for monitoring progress on all aspects of both projects in every phase and comply with Sections 8.675 et seq RSMo. This will include the following:

1. Pre-Referendum Phase Services

1.1 Owner's Representative shall advise the Owner with regards to the constructability, schedule, site logistics and construction budget of the proposed project(s).

1.2 Owner's Representative shall work with the City's financial representatives to help prepare budget forecasts and other related data required to support the issuance of the referendum.

1.3 Owner's Representative shall participate in pre referendum community engagement activities (up to 5 separate engagements should be anticipated).

2. General Services

2.1. Owner's Representative, in general, shall coordinate all Project matters.

2.2. Owner's Representative shall maintain an organized filing system for all Project documents and records. At Project completion, Owner's Representative will deliver the document(s) and record(s) to the Owner at the end of the Term or at any time during the Term at the Owner's request. Maintenance of cloud based storage enabling simultaneous access to working documents is preferred.

2.3. Owner's Representative shall schedule, attend, conduct, record, and assist the Owner at all Project meetings. Owner's Representative shall direct the Architect or Contractor to prepare meeting minutes if the Architect or Contractor is contractually required to do so. In the absence of meeting minutes prepared by others, Owner's Representative will provide Owner with minutes from such meetings prepared by Owner's Representative. Owner's Representative shall review for accuracy the minutes of such meetings prepared by either the Architect, Contractor, or others. Owner's Representative shall clarify, amend and report any discrepancies affecting the Project.

2.4. Owner's Representative shall furnish to the Owner weekly 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 week covered by the report; (e) a summary of change orders made during the week 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.

2.5. Owner's Representative shall provide financial oversight services for the Project, including but not limited to (a) preparing budgets; (b) preparing monthly variance reports; (c) monthly Project payment application processing related to assembling, reviewing and forwarding to Owner for payment the invoices from the Architect and Contractor and other consultants; and (d) processing and coordinating the payment of the Contractors' applications for payment. If possible, Owner's Representative shall provide such reports in an electronic format in a form acceptable to Owner.

3. Pre-Development Phase Services

3.1. Owner's Representative shall review information relevant to the Project, including pre-design studies, preliminary site plans, current building program/utilization, Owner research, project concepts, proposed building program, environmental investigation and remediation reports, building systems analysis reports, applicable city/state regulations including health code, and Americans with Disabilities Act compliance.

3.2. Owner's Representative shall become familiar with, and provide services that are consistent with all applicable Laws and the requirements of easements, licenses, and other pertinent agreements to the extent the foregoing are made known to Owner's Representative that are otherwise not the responsibility of other entities such as the architect/engineer, civil engineer, environmental consultant, etc..

3.3. Owner's Representative may meet with the Owner and its risk management/insurance consultants to discuss and make recommendations regarding the development and implementation of an effective risk management program for the Project.

3.4. Owner's Representative shall assist Owner in the compliance with the Owner's standard contracting protocol, including any women or minority enterprise program applicable to the Project, and similar applicable federal requirements, if any;

3.5. Owner's Representative shall consult with and advise Owner concerning appropriate construction delivery methods, such as separate prime contractors and sequenced bid packages.

3.6. Owner's Representative shall provide leadership on all matters relating to the planning, design, governmental approvals, construction, and other activities necessary to complete the Project.

3.7. Owner's Representative shall: (1) coordinate the preparation by the Architect of a written and graphic description of the program for the Project, including room uses, sizes and adjacency requirements, in accordance with Owner's goals and objectives (the "Project Program"); (2) 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"); (3) assist Owner in establishing a Project budget based on a preliminary estimate of Project costs, including without limitation Owner's internal costs, which Owner's Representative shall frequently update with increased detail as the design of the Project progresses (the "Project Budget"); and (4) manage the Project Schedule and Project Budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.

3.8. Owner's Representative shall advise and assist the Owner in all activities necessary to obtain any and all rights-of-way necessary for development of the Project or the provision of adequate utility services and access thereto.

3.9. Owner's Representative shall assist the Architect in obtaining permits 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.

3.10. Owner's Representative shall schedule and attend regular meetings with the Architect related to the development of the design.

3.11. Owner's Representative shall provide recommendations to the Owner and Architect regarding construction feasibility, value engineering, 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.

3.12. 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 assist the Owner in the evaluation and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project Budget and Schedule, provided the Owner's Representative shall not assume any of the Architect's responsibilities for design or any of the general contractor's responsibilities for construction means, methods or costs.

3.13. Upon approval by Owner of design development plans and specifications, Owner's Representative shall: (a) lead the process on behalf of the Owner in reviewing and coordinating the preparation by the Architect and other Project consultants of the Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction feasibility, the Project Program, Budget or Schedule, or (ii) cause the Project to deviate from the approved drawings or requirements of Owner.

3.14. Owner's Representative shall prepare and update cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project, including the projected monthly expenditures for the Term (the "Project Costs Estimate"). The Project Costs Estimate shall include separate line items for each cost category included in the Project cost, with line items for anticipated contracts and subcontracts. Owner's Representative shall evaluate pricing for alternative building and engineering systems. In addition, Owner's Representative shall:

3.14.1. Revise such Project Costs Estimate from time to time as the design of the Project is finalized, the working drawings are prepared, construction contracts for the Project are negotiated, awarded and executed and shall provide a variance summary with each update, including recommendations on any necessary corrective action for unfavorable variances from the then-current Project Budget.

3.14.2. In consultation with the Architect and Contractor, 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.

3.14.3. Owner's Representative shall recommend modifications to the Project design, Project Budget, Project Schedule and Project Program to reconcile each with the others, for final decision by Owner;

3.14.4. Owner's Representative shall assist Owner in setting a final Project Budget, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by Owner; if Owner, with the advice of the Owner's Representative, elects to proceed with separate Project construction contracts or separate bid packages, the Project Costs Estimate and final Project Budget shall include a separate budget for each Project construction contract or bid package. When used in this Agreement, depending on its context, the term "bid" shall mean "proposal" and the term "bidder" shall mean "proposer".

3.15. Owner's Representative shall act as Owner's representative in coordinating and assisting the Architect in the preparation of bid documents. Owner's Representative shall manage the bid process and execution of contracts in accordance with Owner's requirements.

3.16. If any portions of the work are to be separated into separate bid sections, Owner's Representative shall review the working drawings and make recommendations to the Architect to: (i) coordinate the work of the separate bid portions, (ii) allocate the work to the separate bid portions, (iii) provide the proper coordination for phased construction, and (iv) advise Owner with respect to whether major portions of the work should be bid as separate prime contracts.

3.17. If requested by Owner, Owner's Representative shall become familiar with the City's Code of Ordinances as it relates to the process for contractor selection and make recommendations for pre-qualification criteria for bidders, including bonding capabilities of any bidder if selected as a contractor, and develop a bid list for prospective contractors and subcontractors.

3.18. Owner's Representative shall assist with coordination of FF&E (Furniture, Fixtures, and Equipment) design, acquisition and integration of, Information Technology, Security, Audio/Visual and other building systems.

3.19. Owner's Representative shall conduct pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

3.20. Owner's Representative shall review bids, prepare analyses and make recommendations to Owner for award of a contract for the Project.

3.21. 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 same.

3.22. 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.

3.23. Owner's Representative shall review and process vendor insurance certificates, surety bonds, sworn statements and waivers for contract compliance.

3.24. Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment, and monitor the purchase of such items.

3.25. Owner's Representative shall review and comment on all safety, health and environmental protection measures proposed by each Contractor, and make recommendations with respect to any changes thereto that Owner's Representative deems necessary or appropriate.

3.26. 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.

4. Development Phase Services

4.1. 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.

4.2. Owner's Representative shall: (i) assist and review the processing of change orders, (ii) advise Owner concerning the necessity for, scope of and recommended cost of change orders, and (iii) negotiate, on Owner's behalf, all change orders with Contractor for Owner approval. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.

4.3. Owner's Representative shall review applications for payment by the Architect and Contractor, review and certify certificates for payment issued by Architect and make written recommendations to Owner concerning payment. Owner's Representative's certification for payment shall constitute a representation to the Owner that, to the best of the Owner's Representative's knowledge, information, and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. In addition, Owner's Representative and Owner shall cooperate with one another to develop an orderly procedure for review and payment of Project costs and expenses, including fees for the Architect and Consultants.

4.4. Owner's Representative shall direct prime 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, Owner's Representative shall make recommendations to Owner for corrective action by Contractor and review Contractor's recommendations for corrective action.

4.5. Owner's Representative shall coordinate the Architect's review and approval of shop drawings, product data and other submittals by Contractor.

4.6. 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.

4.7. Owner's Representative shall enforce 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.

4.8. Owner's Representative shall notify 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, with written authorization from the Owner, 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 Owner, Owner's Representative shall reject work which does not conform to the requirements of the applicable Contract Documents.

4.9. Owner's Representative shall advise the Owner concerning the procurement of building materials by Contractor regarding budget and schedule implications.

4.10. Owner's Representative shall attend 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.

4.11. 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, Owner's Representative shall 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. Owner's Representative will consult with Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

4.12. Owner's Representative shall obtain from Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.

4.12.1. Owner's Representative shall prepare a rough-in photo book of installed building infrastructure prior to wall cover.

4.13. Together with the Architect and Owner, 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.

4.14. 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.

5. Security/Safety

While performing the Work, the Owner's Representative shall promptly inform the Owner if the Owner's Representative becomes aware of any security concerns and/or unsafe conditions.

Deliverables

Based on Scope of Service, deliverables will include:

1. Agendas and Meeting Minutes
2. Budget(s)
3. Progress Reports
4. Schedule
5. Final close-out documentation

Proposal Content

Proposals must be organized according to the mandatory sections listed below. Proposals that do not address all the mandatory sections listed below may be considered non-responsive and may not be evaluated. Proposals 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. Include an organizational chart depicting the management of the firm's organization and its relationship to any other business entity. Proposals must 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.
- Civil or criminal claims, judgments or suits within the last ten (10) years.
- Evidence of the firm's financial wherewithal to complete the project.
- The name, title, email address, mailing address, fax and telephone number of the officer authorized to represent the consultant in any correspondence, negotiations and sign any contract that may result.
- The project manager's name, title, email address, mailing address, fax and telephone number.
- Describe the firm's current staffing, workload and ability to competently and expeditiously provide owner's representation services for the City.
- Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.

2. Project Understanding & Approach

Describe your understanding of the project and approach to delivering Owner's Representation services. It is important to demonstrate the ability to advocate for the City while maintaining professional relationships with the architect and contractors during the project. Most importantly, you must

demonstrate the ability to help the City make important decisions during the project by collecting and interpreting technical information from the architect and contractor. Proposals must include the following information:

- A proposed schedule based on the Scope of Services.
- Describe how you will organize and perform tasks in each phase of the project.
- Describe how you will identify critical milestones and ensure progress.
- Describe how you will address contingencies that may arise during the project.
- Describe how you will manage the project budget, schedule and scope.
- Describe how you will ensure quality control.

3. Staffing Proposal

Provide a staffing proposal including a narrative description, organization chart of the proposed team and résumés of key personnel. The firm must demonstrate the ability to provide support for the Project Team in each phase of the project. The firm must also demonstrate the ability to provide architectural, estimating and financial oversight as necessary during the project. Furthermore, any key personnel substitutions will be limited to those beyond the firm's control and not out of convenience. Key personnel substitutions will not be permitted without consent of the City. Proposals must include the following information:

- Identify the key personnel responsible for leading and staffing each phase of the project.
- Key personnel resumes including name, title, education, experience, references, professional affiliations, certifications, licenses and registrations.
- Key personnel's hours in each phase of the project.
- Key personnel's current assignments and the percentage of their time each will devote to each assignment if selected for this project.
- Key personnel's office location(s) and the number of other staff in each office.
- Identify any external sub-consultants and describe their roles and responsibilities with the Project Team.

4. Similar Project Experience & References

Describe the firm's current and recent experience representing owners on similar projects. The similar projects described shall be limited to those staffed by the key personnel in your staffing proposal. Proposals must include the following information:

- Brief descriptions of **no less than three** recent similar projects where the firm represented cities, counties, school districts, fire districts, townships and/or villages including the owner, project delivery methods (design-bid-build, design-build, construction manager at risk, etc.), architect, builder, owner reference including name, title, phone number and email address.
- Describe how successful the firm was in managing the recent similar projects on time and within budget.
- Describe the roles and responsibilities of the key personnel in your staffing proposal.

5. Fee Proposal

Describe your not-to-exceed fee proposals for professional services and reimbursable expenses for both Project 1 and Project 2 separately. **A range of fees or rates is not acceptable and may disqualify the proposal.** The firm may not bill the City for any other products or services without the City's written approval. Proposals must include the following information:

- Proposed hourly rates and hours of key personnel for the phases outlined below.
- A not-to-exceed fee proposal for professional services for the Projects and phases outlined, including specified fees for overhead and profit.
- Proposed reimbursable expenses and mark-up.
- A not-to-exceed fee proposal for reimbursable expenses.
- Monthly payment proposal based on proposed hours and hourly rates for the phases outlined below.

6. Proximity to the Project Site

Provide information regarding key personnel's office and project locations. The firm must demonstrate key personnel's ability to attend meetings and visit the project site as necessary to monitor and oversee the project. Proposals must include the following information:

- Key personnel's office location(s) and the number of other staff in each office.
- Key personnel's current project location(s).

7. DBE, MBE, SDB and WBE Participation

Provide a description of the firm's history and proposed efforts to promote diversity in employment and utilization of certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Disadvantaged Business (SDB) and Women's Business Enterprise (WBE) firms as partners, subcontractors or suppliers on previous contracts. Describe any innovative or particularly successful measures the firm has undertaken to work with these firms. Also describe how the firm is currently utilizing minorities and women in the workforce and how the firm has historically provided opportunities for minorities and women to receive training and work within the firm. Proposals must include the following information:

- Indicate whether or not the firm is currently certified in the State of Missouri as a DBE, MBE, SDB or WBE.

Proposal Evaluation

Proposals submitted in response to this RFP will be evaluated in accordance with the following:

# Proposal Content	Points
1 General Information	5
2 Project Understanding & Approach	10
3 Staffing Proposal	25
4 Similar Project Experience & References	25
5 Fee Proposal	20
6 Proximity to the Project Site	10
-Within 25 miles (10 points)	
-Within 50 miles (5 points)	
7 DBE, MBE, SDB and WBE Participation	5
Total:	100

Proposal Submissions

All pages must be sequentially numbered within each section and total number of pages not to exceed (27) including section tabs. An identifiable tab sheet must precede each proposal section. Include a detailed index for easy reference to the proposal.

To be considered, one (1) electronic copy and five (5) hardcopies of the proposal must be submitted in sealed envelopes to:

Owner's Representative Services Proposal

George Seifried, Project Manager
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

RFP Schedule

The City reserves the right to delete or modify any part of this schedule.

Wednesday, June 22, 2016	RFP distributed
Tuesday, June 28, 2016, 2 pm	Pre-Proposal Meeting (Attendance is encouraged but not mandatory)
Monday, July 18, 2016, 5:00 PM	Proposals due
August 1 and 2, 2016	Interviews
August 8 or 22, 2016	City Council makes appointment

Questions

Submit questions to George Seifried via email at gseifried@crevecoeurmo.gov

General Terms

1. Nothing contained here will create any contractual relationship between the Owner and the firm submitting a proposal. Statements contained in the response of the successful firm may become part of the agreement for services.
2. Information received from each firm will become the property of the Owner. Information submitted by the firm cannot be considered confidential.
3. Owner receives the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary.
4. The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Proposal attesting that all the information provided is true.
5. The Owner reserves the right to accept or reject any or all Proposals, waive any irregularities, and to award the contract to other than the lowest fee firm. No proposals may be withdrawn for a period of sixty (60) calendar days following the due date of the Proposal.
6. The Owner is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the Response to this Request for Proposal or subsequent negotiations of a contract for owner representative services.
7. Provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Proposal. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.
8. In the proposal, Owner's Representative shall agree to indemnify and defend and hold harmless the Owner, together with its employees, agents, architects and engineers, and authorized representatives, 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 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 Owner's Representative, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Owner's Representative's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.
9. In the proposal, the Owner's Representative shall agree provide insurance with the coverage stated below:
 - (a) Commercial general liability insurance: Including Death and coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
 - (b) Workers compensation insurance: Statutory coverage per R.S.Mo. 287.010 et seq
 - (c) Automobile Liability Insurance: Covering Death, Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
 - (d) Professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000) for each claim.

All insurance policies shall be primary policies. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Owner's Representative shall provide Owner, prior to execution of an Agreement and upon its request from time to time, a certificate or certificates of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Missouri.