

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK

The City of Sedalia is seeking a Construction Manager at Risk in connection with the design and construction of a new fire station, fire training center, fire training burn tower, bowling alley, and pool and will accept sealed proposals from qualified firms interested in providing the following:

**SIX (6) SIGNED COPIES AND ONE (1) ELECTRONIC COPY
MUST BE RECEIVED BY:
3:00 P.M. FEBRUARY 10TH, 2025**

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL – PROPOSAL - CONSTRUCTION
MANAGER AT RISK AND SEND IT TO:**

**City of Sedalia
Attention: Kelvin Shaw, Project Director
200 S Osage Ave
Sedalia, Missouri 65301
660-827-3000**

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

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

Cover Title-Signature Page
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REQUEST FOR QUALIFICATIONS

PROJECT

The City of Sedalia, Missouri hereby gives notice of their intent to contract for construction management services using a Construction Manager at Risk (CMR) model in connection with the design and construction of a new fire station, fire training center, fire training burn tower, bowling alley, and pool.

PART I

GENERAL INFORMATION: CITY OF SEDALIA

There may not be a better place in all of America to cross paths than right here in Sedalia. Two busy highways intersect allowing passage to St. Louis, Kansas City, or Lake of the Ozarks. New and old, mild and bold, stories shared and those not yet told - get started telling yours.

DESCRIPTION OF THE PROJECT

The City of Sedalia, Missouri has selected Hoefer Welker, LLC as the architectural firm that will assist the city in planning, programming, and designing the new fire station, fire training center, fire burn tower, bowling alley, and public swimming pool. The selected Construction Manager will work as part of the team with the City of Sedalia, Sedalia Parks and Rec Department, Hoefer Welker, and other consultants. It is the desire of the City of Sedalia, Missouri to collaborate and communicate with both the architect and the construction manager to best fulfill the needs of the project from conceptual design phase to building turnover.

The City of Sedalia, Missouri (City) is in Pettis County at the intersection of US highway 50 and US highway 65. The 2020 US Census Population was 21,725.

The City of Sedalia purchased a 32 acre site in the center of the city that has been distressed for decades to redevelop. The site has a lot of potential due to its location, particularly since it is dissected by the popular Katy Trail, a rails to trails project that extends across the State and through the City Center. In accordance with this strategy, the City has been successful in attracting retail developments along with a boys and girls club facility, and a social services office building. The rest of the property is being developed into a campus of City projects. The centerpiece of the public amenities will be a bowling alley / recreation center connected to a new aquatics park. The City has historically maintained two outdoor swimming pools that are at the end of their useful life. Replacing these two swimming pools with an updated and larger aquatics park will not only provide a more enjoyable experience, but will be more efficient to operate, thereby spreading the public's funds further for more services. The bowling alley and recreation center has been a missing piece in opportunities for Sedalia citizens for decades. A well-known benefactor has graciously pledged a generous gift to fund the majority of this part of the project.

The City's central fire station, that is adjacent to this site, has also reached the end of its useful life. Combining a new station with the rest of this campus provides some synergies and efficiencies of the use of the public's funds. Lastly, a portion of the site that is separated by a

trail lends itself well to construct a training facility for not only the City's firefighters, but is also intended to be contracted out to provide regional training opportunities to help offset the overhead.

The construction cost is anticipated to be approximately \$15,000,000 spread across the entire site.

Project Schedule:

Schematic Design	January – February 2025
Design Development & Construction Docs	March – May 2025
Bidding and Construction	June 2025 – Fall 2026

CMR Selection Schedule:

Publish Request for Qualifications	January 15 th , 2025
Mandatory Pre-Submittal Meeting – City Hall – 11:00AM	January 30 th , 2025
Submit Qualification Statements	February 10 th , 2025
Notification of up to (3) Shortlisted Firms	February 14 th , 2025
-Fee Request (Shortlisted Firms)	
Interviews of up to (3) Shortlisted Firms	February 19 th , 2025
CMR Selection Notification	February 25 th , 2025
City Council Contract Award	March 3 rd , 2025

Questions regarding the RFQ and process are directed via only email to Kelvin Shaw at kshaw@sedalia.com. Late submissions will not be accepted.

PART II

AGREEMENT

The agreement between the City and CMR will be AIA Document A133-2014 Standard Form of Agreement between Owner and Construction Manager at Risk where the basis of payment is the Cost of Work plus a Fee with a Guaranteed Maximum Price, as amended by the City, and AIA Document A201-2007 General Conditions of the Contract for Construction, as amended by the City.

The City of Sedalia gives notice that prevailing wage law is applicable in accordance with the State of Missouri.

The City of Sedalia, Missouri is not responsible for paying any costs incurred in preparing or submitting proposal or pricing or participating in any interviews requested.

PART III

SCOPE OF SERVICES

Phase I – Preconstruction Services

CMR shall consult with the City and the Architect throughout Phase I of the Project to the point of developing a Guaranteed Maximum Price and Contract Time.

Phase II – Construction Services

At the option of the City, after approval of the Guaranteed Maximum Price and the Contract Time by the Governing Body of the City, CMR shall provide construction services.

Detailed scope of services provided by the CMR for the Project are included in AIA Document A133-2009, as amended by the city.

PART IV

SUBMISSION OF PROPOSALS

Proposals will be submitted by February 10th, by 3pm CST in the form of six (6) copies and one (1) electronic copy. Mark and deliver to:

City of Sedalia
Attention: Kelvin Shaw, Project Manager
200 South Osage Ave
Sedalia, Missouri 65301
RE: Construction Manager at Risk – Fire/Pool/Bowling

The information to be submitted shall be organized as listed below and on 8 1/2" by 11" pages with minimum 11-point font size, double sided, exclusive of front and back hard covers and tabs. Submissions shall not contain more than 20 pages. All information should pertain to one of the categories listed and have relevance to this project.

1. Table of Contents
2. Qualification Statement. Qualification Statements must use the following format and be organized in the following sequence:
 - a. Cover Letter – Provide a one-page cover letter on company letterhead. Identify the primary contact for the CMR including telephone number, mailing address, and e-mail address. Summarize your firm's experience and capabilities to provide the required services.
 - b. Firm Background
 - i. Company profile – local/regional/national firm, years in business, number of employees, public or private entity
 - ii. Current Workload – indicate the amount of work in-progress and under contract.
 - iii. Licensing – Provide registration of license numbers, as applicable, indicating your firm is legally qualified to do business in Sedalia, Missouri.
 - iv. Safety Program – Describe your firm's safety program and provide your firm's Experience Modification Rate (EMR) and Total Recordable Incident Rate (TRIR).
 - v. Bonding Capacity – Provide a letter from your Surety indicating your firm's total and available bonding capacity.
 - vi. Work not Completed – Provide a list, if applicable, of work awarded to your firm but it failed to complete.
 - c. Project Team

The personnel proposed in CMR submittal cannot be removed from the project without consent of the City.

 - i. Provide a one-page organizational chart of key personnel including – but not limited to – Project Executive, Project Manager, Superintendent, and Preconstruction Manager.

- ii. Provide a one-page resume for each key individual listed in the organizational chart. Resume must include:
 - Name and title
 - Description of role and responsibilities
 - Police stations and other public-sector construction experience
 - Years of relevant experience
 - Education – highest academic degree received / school
 - Credentials, awards, and training relevant to proposed project
- d. Relevant Project Experience
 - i. Submit projects, (1) page each, your firm has completed: civic center, city hall, police headquarters, community/recreation center, recreation fields/parks, and/or outdoor aquatic center projects within the last 10 years. For those firms with multiple office locations, projects submitted to demonstrate the firm's qualifications must be limited to those projects managed or constructed by the firm's office that will be responsible for this project.
 - ii. Include in each profile:
 - Project name, location, owner
 - Delivery method (CMR preferred)
 - Description of the project including, but not limited to, square footage and cost of the project
 - Rendering and/or photographs
 - Project references including name, current phone and email address
- e. Management Capabilities and Services

This section is intended to demonstrate the CMR's management capabilities for successfully completing the project utilizing the Construction Manager at Risk delivery method.

 - i. Preconstruction Services – Describe your firm's approach, processes and procedures including project management, current construction climate, and your approach to developing a Guaranteed Maximum Price (GMP), the preferred timing of establishing the GMP, and establishing and managing contingency.
 - ii. Construction Services – Describe your firm's approach, processes and procedures including subcontractor selection and methods for disclosing all raw bid data, change order management, schedule development and managing the schedule, approach to use of contingency funds within the GMP and disposition of unused funds, Self-Performed Work and which scopes of work you recommend on this project, and Quality Assurance/Quality Control programs.
- f. References
 - i. Provide (3) references of public sector clients whom your firm has performed work in the last 6 years.
 - ii. Provide (3) financial references.
- g. Additional Information
 - i. Please include any additional information your firm feels would be pertinent to this project.
 - ii. Proximity to and familiarity with the geographical area in which the project shall be located. Provide the location of your nearest office and the number of area employees.
 - iii. Respondent's financial strength as demonstrated through qualifying reference checks for bank, bonding agent, and financial services auditing firm. Financial Statements are not required at this time. However, the Owner reserves the right to

request such information should it deem necessary, and/or to request/require such information as part of the step two proposal process.

PART V

SELECTION PROCESS

The process for selection of the CMR will be generally as follows:

1. The City of Sedalia, Missouri reserves the right to reject any and all proposals and to waive any and all irregularities based on its sole discretion.
2. The proposals will be individually reviewed by members of a selection committee appointed for this purpose and given a score not more than 100 points based the following:

- a. Evaluation Criterion Description Points

Expertise, Experience and Qualifications: 25

Past Record of Performance: 20

Staffing Plan and Personnel: 25

Preconstruction Fee, General Conditions, Construction Mgmt Fee, Construction: 30

Total Potential Points: 100

3. References will be contacted, and results provided to the selection committee for consideration along with the proposals.
4. Interviews will be conducted of up to the (3) short-listed firms. Additional information may be asked of the short-listed firms to clarify information provided in the Qualifications Statement. In addition, these firms shall provide its proposed fee and its price for fulfilling the general conditions. Following the interview, the selection committee will adjust the initial qualification scoring and determine the highest ranked firm based on qualifications and the fees. The committee will meet and select the best-qualified firm and negotiate a contract with that firm. The top ranked firm, including a consideration of fees, will be identified as the successful CMR for this project. If an agreement cannot be reached, the City will negotiate a contract with the next most qualified firm. This process will continue until an agreement is reached.

EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI

CITY/COUNTY

OF _____

_____ being first duly sworn, deposes and says that he is

_____ Title of Person Signing

of _____

_____ Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

Notary Public

My Commission Expires _____

**GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
CITY OF SEDALIA, MO**

1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Sedalia within this document, shall govern the submission of proposals and subsequent contracts. The City of Sedalia reserves the right to reject any proposal that takes exception to these conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
 - c. The term "City" means City of Sedalia, MO.
 - d. The term "City Council" means the governing body of the City of Sedalia, MO.
 - e. The term "contractor" means the respondent awarded a contract under this proposal.
3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Sedalia, 200 S Osage Ave, Sedalia, MO 65301, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. PROPOSALS SUBJECT TO OPEN RECORDS LAW: The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, the City does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.
6. SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the City of Sedalia, 200 S Osage Ave, Sedalia, MO 65301, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. BONDS: When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.

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

(a) TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

(b) TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the City Council, City of Sedalia, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. DOMESTIC PRODUCTS: The City of Sedalia encourages the purchase of products manufactured or produced in the United States.
21. CONFLICTS: No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict

in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

22. **DEBARMENT:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
23. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Pursuant to Section 285.530, RSMo., as a condition for the award of any contract or grant in excess of five thousand dollars by the City to a business entity, the business entity shall, by sworn affidavit and provision of documentation:
 - a. Enrollment in Federal Work Authorization Program: Affirm its enrollment and participate in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services.
 - i. Acceptable enrollment and participation documentation consisting of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Offeror, and the Department of Homeland Security - Verification Division.
 - ii. Through its enrollment and participation in a federal work authorization program (E-Verify) the employer business entity shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer business entity shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]. The online address to enroll in the E-Verify program is: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>.
 - b. Worker Eligibility Affidavit: Affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]
24. **LAW OF MISSOURI TO GOVERN:** This RFP and the Resulting Agreement shall in all respects be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Resulting Agreement.
25. **VENUE:** Any legal action, suit or proceeding brought by any Offeror in any way arising out of or relating to this RFP and/or, as applicable, the Resulting Agreement shall be brought solely and exclusively in the Circuit Court of Pettis County, Missouri and each Offeror irrevocably accepts and submits to the sole and exclusive jurisdiction of such court, generally and unconditionally. The Offeror shall not bring any legal action, suit or proceeding in any other jurisdiction against the City. The Offeror irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this RFP and/or, as applicable, the Resulting Agreement or the subject matter hereof or thereof may not be enforced in and by such court.

FORM NO. 1: FIRM PROFILE

1. Company Name and Address:
 - 1a. Firm / Provider is: National Regional Local
 - 1b. Year Firm / Provider Established:
 - 1c. Years of Experience providing services:
 - 1d. Licensed to do business in the State of Missouri: Yes No
 - 1e. Name, title, telephone number and email address of Principal to contact:
 - 1f. Address of office to perform work, if different from Item No. 1:
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
 - 3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:

FORM NO. 3: QUALIFICATION CHECKLIST

- Signed Qualification
- Evidence of required licenses and certificates
- Evidence of Insurance
- Form No. 1
- Form No. 2
- Form No. 3
- Signed Non-Collusion Certification
- Addendum (if applicable)