

Lincoln County Emergency Services Board Request for Proposals

For

Construction Manager Advisor / Owner Representative Services

DEADLINE FOR SUBMISSION OF PROPOSALS
MUST BE RECEIVED BY:

February 28 , 2023 at 10:00am (CST)

Lincoln County Emergency Services Board
250 West College St.
Troy, MO 63379

Published on January 20, 2023

REQUEST FOR PROPOSALS (RFP)

Construction Manager Advisor / Owner Representative Services (CMA/OR)

A. PROJECT DESCRIPTION

In April 2019 the residents of Lincoln County, Missouri, approved a ballot measure creating a separate political subdivision for the purpose of providing centralized dispatch/911 services to all of Lincoln County, Missouri. The ballot measure also established tax funding for the newly created entity to provide dispatch/911 services to first responders serviced by the newly created entity. The Lincoln County Emergency Services Board has determined that to provide better services to its constituents, a dedicated building to house dispatch/911 services should be constructed.

B. INVITATION FOR RFP

The Lincoln County Emergency Services Board (“Owner”) proposes to retain a qualified firm to provide Construction Manager Advisor / Owner Representative (CMA/OR) services required for the design and construction of a dedicated dispatch center.

1. To facilitate the selection of the CMA/OR for this project, interested firms are invited to submit an RFP for consideration. The RFP shall contain, at minimum, the information requested in subsequent Sections of this Request for Proposals.
2. Detailed information regarding the RFP submission requirements are provided herein.
3. The Lincoln County Emergency Services Board will evaluate the RFP documents. Interviews with a short list of firms may be held based upon the RFP evaluations. Negotiation of a Construction Management Services Contract (AIA Document C132 or similar contract) will commence upon the selection of the Construction Manager Advisor / Owner Representative.
4. All communications for this RFP shall be directed to Executive Director of the Lincoln County Emergency Services Board, 636-528-6100.
5. All RFPs shall be considered as firm for a period of ninety (90) calendar days, commencing the day the RFPs are due.
6. RFPs received after the date and time identified in this document shall not be considered.

C. Introduction

The Lincoln County Emergency Services Board (hereinafter "Owner") is requesting qualifications for Construction Manager Advisor /Owner Representative (CMA/OR) services to facilitate pre-construction and construction of a dedicated 911 dispatch center.

D. Project Description and Schedule

In the fall 2022, Owner engaged the Center for Public Safety to assess the present and future needs of Owner's proposed construction of a new dispatch center.

Owner is considering the following project:

Construction of an approximate 20,079 square foot E911 facility at a building cost, including technology, furnishings and soft costs totaling approximately \$6,500,000.00.

Preconstruction Phase: Spring 2023 – Summer 2023

Construction Phase: Fall 2023 – Summer 2024

CMA/OR shall include one (1) month beyond the construction completion date for closeout activities on each project.

E. Scope of Services and Deliverables

The CMA/ OR shall serve as the Owner's principal point of contact and liaison between the architect, performance contractor, contractors, and other consultants and vendors throughout the project. The CMA/ OR shall advocate for the Owner's interests of quality, timely and cost-sensitive design and construction while maintaining professional relationships with all parties. The CMA/ 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 CMA/ OR will not replace the architect, Contractors and other consultants.

1. Phase 1: Pre-Design Services

- 1.1 CMA/ OR shall advise the Owner with regards to the constructability, schedule, site logistics, operational impact planning, and total program budgeting of the proposed project(s).

2. Phase 2: Consultant Procurement Services

- 2.1 CMA/ OR shall review information relevant to the Project, including predesign 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.
- 2.2 CMA/ OR shall become familiar with, and provide services that are consistent with applicable Laws and the requirements of easements, licenses, and other pertinent agreements to the extent the foregoing are made known to CMA/ OR that are otherwise not the responsibility of other entities such as the architect/engineer, civil engineer, environmental consultant, etc..
- 2.3 CMA/ OR 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.

- 2.4. CMA/ OR 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.
- 2.5. CMA/ OR 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.
- 2.6. CMA/ OR shall consult with and advise the Owner on strategies for the procurement of all required professional services.
- 2.7. CMA/ OR shall develop Request for Qualifications and administer consultant selection processes.
- 2.8. CMA/ OR shall assist the Owner's Legal Counsel in the application of applicable Local and State procurement protocols.
- 2.9. CMA/ OR shall assist with the negotiation of professional service contracts.
- 2.10. CMA/ OR shall consult with and advise Owner on the separate bid packages for each project as required and identified in 5.1.

3. Phase 3: General Services

- 3.1. CMA/ OR, in general, shall have primary management responsibility for the Project and shall coordinate all Project matters.
- 3.2. CMA/ OR shall maintain an organized filing system for Project documents and records. At Project completion (or anytime requested by Owner), CMA/ OR will deliver the document(s) and record(s) to the Owner.
- 3.3. CMA/ OR shall schedule, attend, conduct, record, and assist the Owner at Project meetings. CMA/ OR shall direct the Architect to prepare meeting minutes if the Architect is contractually required to do so. In the absence of meeting minutes prepared by others, CMA/ OR will provide Owner with minutes from such meetings prepared by CMA/ OR. CMA/ OR shall review for accuracy the minutes of such meetings prepared by either the Architect, or others. CMA/ OR shall clarify, amend and report any discrepancies affecting the Project.
- 3.4. CMA/ OR shall furnish to the Owner timely reports containing the following:
 - a status of the Project;
 - b comparison of the Project budget to costs incurred through the date of the report;
 - c comparison of the Project schedule to the work actually completed through the date of the report;
 - d revisions to the Project schedule or Project budget made during the time period covered by the report;
 - e summary of change orders made during the time period covered by the report;
 - f list of all pending change orders and all outstanding issues requiring action or approval by Owner;
 - g status of any governmental requirements and activities required to facilitate approval of the Project;
 - h any other reports concerning the Project as Owner may reasonably request.

- 3.5. CMa/ OR shall provide financial oversight services for the Project, including but not limited to the following:
 - a preparation of budgets;
 - b preparing monthly variance reports;
 - c processing of monthly Project payment application related to assembling, reviewing and forwarding to Owner for payment the invoices from the Architect, Contractors and other consultants;

4. Phase 4: Preconstruction Phase: Design and Bidding Services

- 4.1. CMa/ OR shall provide leadership on matters relating to the planning, design, governmental approvals, and other activities necessary to complete the Project.
- 4.2. CMa/ OR shall include the following responsibilities:
 - a. 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"),
 - b. 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 CMa/ OR shall monitor and revise from time to time throughout the Term (the "Project Schedule");
 - c. Assist Owner in establishing a Project budget based on a preliminary estimate of Project costs, including without limitation Owner's internal costs, which CMa/ OR shall update with increased detail as the design of the Project progresses (the "Project Budget").
 - d. 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.
- 4.3. CMa/ OR shall advise and assist the Owner in activities necessary to obtain any and all rights-of-way necessary for development of the Project.
- 4.4. CMa/ OR shall include the following responsibilities related to governmental agencies:
 - a. Assist the Architect in obtaining permits for the Project.
 - b. Coordinate with the various governmental agencies having permit responsibilities for the Project.
 - c. Represent the Owner at meetings of the applicable governmental units.
 - d. Recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project.
 - e. Direct the Architect to ascertain whether there are any significant building code or other governmental compliance issues.
 - f. Coordinate with the Contractor the obtaining of necessary building permits or other necessary construction approvals for the Project.
 - g. Advise the Owner as to any material issues noted by the Architect.
- 4.5. CMa/ OR shall schedule and attend regular meetings with the Architect related to the development of the design.
- 4.6. CMa/ OR shall provide recommendations to the Owner and Architect regarding the following design and bidding issues:
 - a. construction feasibility
 - b. value engineering
 - c. availability of materials and labor
 - d. time requirements for installation and construction and factors relating to costs, including costs of alternative designs or materials in a manner

- e. consistent with the Project Program, Budget and Schedule, possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule.
- 4.7. CMA/ OR shall review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect. CMA/ OR 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 CMA/ OR 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.
- 4.8. Upon approval by Owner of design development plans and specifications, CMA/ OR shall perform the following services:
 - 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.
 - b. Make recommendations regarding alternative solutions whenever design details appear to:
 - i. Adversely affect construction feasibility, the Project Program, Budget or Schedule.
 - ii. Cause the Project to deviate from the approved drawings or requirements of Owner.
- 4.9. CMA/ OR shall provide the following cost estimating services during design and bidding:
 - a. Prepare and update detailed cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project (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.
 - b. Evaluate pricing for alternative building and engineering systems.

In addition, CMA/ OR shall:

- 4.9.1. Revise such Project Budget 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.
- 4.9.2. In consultation with the Architect and Contractors, CMA/ OR 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. CMA/ OR shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.
- 4.9.3. CMA/ OR 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;
- 4.10. CMA/ OR 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 CMA/ OR, 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”.

- 4.11. CMa/ OR shall act as Owner’s representative in coordinating and assisting the Architect in the preparation of bid documents. CMa/ OR shall manage the bid process and execution of contracts in accordance with Owner’s requirements.
- 4.12. Due to the work being required to be separated into separate bid packages per project, CMa/ OR shall review the working drawings and make recommendations to the Architect based upon the following requirements:
 - a. Coordination of the work of the separate bid portions.
 - b. Allocation of the work to the separate bid portions.
 - c. Proper coordination for phased construction.
 - d. Advise Owner with respect to whether major portions of the work should be bid as separate prime contracts.
- 4.13. CMa/ OR 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.
- 4.14. CMa/ OR shall assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.
- 4.15. CMa/ OR shall review bids, prepare analyses and make recommendations to Owner for award of a contracts for the Project.

5. Phase 5: Construction Phase Services

- 5.1. The selected CMa/ OR will manage multiple prime contractors as required to deliver each project. CMa/ OR will be the single point of responsibility for the construction of the Project. The CMa/ OR shall not be permitted to bid on or perform any of the actual construction of any project, nor shall any construction firm controlled or partially owned by the CMa/ OR be allowed to bid on or perform work for the project. The CMa/ OR shall be allowed to provide basic General Condition services for which specific reimbursement provisions are included in the CMa/ OR contract. The actual construction work on the project shall be awarded through competitive bidding as required by Missouri Law.
- 5.2. During the construction phase, the CMa/ OR and the full-time construction superintendent(s) shall provide continuous onsite coordination and inspection of the work on each project as continued project management services.
- 5.3. During the construction phase, the CMa/ OR shall maintain an onsite, fully furnished office for the project team as well as office space for the Architect within the trailer.
- 5.4. The CMa/ OR shall review the Contractor’s payroll to ensure the Contractor is paying Prevailing Wage, as required by the State of Missouri.
- 5.5. CMa/ OR 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.

- 5.6. CMa/ OR shall conduct the following contract negotiation services:
 - a. Pre-award conferences with the best and lowest respondent for a Project construction contracts.
 - b. Advise Owner regarding the negotiation of business terms of each Project construction contract.
 - c. Advise Owner on the acceptability of Contractor for the Project.
- 5.7. After Owner awards the Project construction contract and before the Contractor commences work on the site, CMa/ OR shall assist Owner in the preparation of the following pre-construction logistics:
 - a. Necessary site logistics plans.
 - b. Traffic flow diagrams if necessary.
 - c. 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.
 - d. Assist in obtaining necessary government approvals required to implement such traffic plans.
- 5.8. CMa/ OR shall represent the Owner in its communications with the Architect, Contractors, and Consultant(s) for the following construction related activities:
 - a. Schedule, attend, and conduct progress meetings.
 - b. Conduct regular on-site meetings to review construction progress and pay requests.
 - c. Provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials.
 - d. Coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.
- 5.9. CMa/ OR shall perform the following regarding change orders:
 - a. Assist and review the processing of change orders.
 - b. Advise Owner concerning the necessity for, scope of and recommended cost of change orders.
 - c. Negotiate, on Owner's behalf, all change orders with Contractors.
 - d. Revise the final Project Budget and/or Project Schedule, as applicable, to reflect approved change orders.
- 5.10. CMa/ OR shall review applications for payment by the Architect and Contractors and make written recommendations to Owner concerning payment.
- 5.11. CMa/ OR shall direct Contractors (and others, where appropriate) to issue weekly schedules. CMa/ OR to then utilize those schedules to create a master critical path schedule for each project. In the event of delays impacting the critical path schedule, CMa/ OR shall make recommendations to Owner for corrective action by Contractors and review Contractor's recommendations for corrective action.
- 5.12. CMa/ OR shall coordinate the Architect's review and approval of shop drawings, product data and other submittals by Contractors.
- 5.13. In conjunction with the Contractors who have prime contractual responsibility, the CMa/ OR 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.

- 5.14. CMA/ OR shall enforce Contractor's contracts 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 CMA/ OR shall not guarantee the performance by Contractors, CMA/ OR shall recommend courses of action to the Owner when Owner or CMA/ OR 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.
- 5.15. CMA/ OR shall notify Owner in writing, with photos and supporting documentation, if CMA/ OR becomes aware that the work of the Contractors is not being performed in accordance with the requirements of the Contract Documents. As appropriate, CMA/ OR 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. CMA/ OR 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 CMA/ OR 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, CMA/ OR shall reject work which does not conform to the requirements of the applicable Contract Documents.
- 5.16. CMA/ OR shall advise the Owner concerning the procurement of building materials by Contractors regarding budget and schedule implications.
- 5.17. CMA/ OR shall attend on-site review of the Project to confirm substantial and final completion of the construction of the Project, and to notify Owner when CMA/ OR believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.
- 5.18. CMA/ OR 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 Contractors 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. CMA/ OR will consult with Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.
- 5.19. CMA/ OR shall obtain from Contractors record drawings or, if required by the applicable Project construction contracts, "as-built" drawings, as construction completes.
- 5.20. Together with the Architect and Owner, CMA/ OR shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.
- 5.21. CMA/ OR shall complete the final close-out of the Project by performing the following responsibilities:
 - a. Obtaining, or causing the Contractors, to obtain government approvals required for the legal use and occupancy of the Projects.

- b. Obtaining warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts.
- c. Obtaining affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project.
- d. Collecting and/or otherwise resolving any and all back-charge claims that Owner may assert against any Architect or Contractors.
- e. 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.

F. Proposal Content

Proposals must be organized according to the sections listed below. 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

- 1.1 Provide a company profile including principal areas of expertise and experience providing CMA/ OR services to Publicly Funded entities in the State of Missouri. 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:
 - a. Date, state and type of business organization (close, general, or S corporation; LLC or PLLC; sole proprietorship).
 - b. Federal and state tax ID numbers.
 - c. Names of Owners, Principals and/or Officers.
 - d. The name, title, e-mail 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.
 - e. The project manager's name, title, e-mail address, mailing address, fax and telephone number.

2. Project Understanding & Approach

- 2.1 Describe your understanding of the project and approach to delivering CMA/ OR services. It is important to demonstrate the ability to advocate for the Owner while maintaining professional relationships with the architect and contractors during the project. Most importantly, you must demonstrate the ability to help the Owner make important decisions during the project by collecting and interpreting technical information from the architect and contractor. Proposals must include the following information:
 - a. Describe how you will organize and perform tasks in each phase of the project.
 - b. Describe how you will manage the project budget, schedule and scope.
 - c. Describe how you will ensure quality control.

3. Staffing Proposal

- 3.1 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. Proposals must include the following information:

- a. Identify the key personnel responsible for leading and staffing each phase of the project. Include their percent involvement during each phase of the assignment.
 - b. 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 CMA/ OR (not Architect, Engineer, Contractor or any other role on the project other than an CMA/ OR). Clearly define projects managed by those individuals that are similar to our project type in scope of work and purpose. Only include resumes for individuals that will be actively engaged on the project.
 - c. Identify any external sub-consultants and describe their roles and responsibilities with the Project Team.
 - d. Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.
4. Similar Project Experience & References
- 4.1 Provide a list of related Dispatch/911 Center Project Experience.
 - 4.2 Describe the firm's current and recent experience representing Publicly Funded Owners as an Owner Representative or Construction Manager AGENT (not Architect, Engineer, Contractor or any other role on the project other than an Owner Representative). Furthermore, only include data on those projects that included the involvement of at least one key person from your staffing proposal (included herein).
 - 4.3 Include three (3) references from Publicly Funded Agencies in the State of Missouri where Preconstruction Services were provided and work packages were individually bid to prime contractors.
 - 4.4 Project Data should include:
 - a. Client name
 - b. Brief descriptions of project
 - c. Date completed
 - d. Constructed value
 - e. Name of the proposed staff that was involved (and their role)
 - f. An owner reference including name, title, phone number and e-mail address.
5. Local and State of Missouri Familiarity
- 5.1 Provide information regarding your local experience and understanding of the Missouri State Statutes that apply to Design, Construction and Procurement.
6. Proposed Compensation
- 6.1 Your basis of compensation shall be based upon the following:
 - a. The management of the Project.
 - b. Full time supervision is expected during the construction of each project.
 - c. Total construction value of \$6,500,000.00.
 - d. Any request for additional compensation beyond that listed in Exhibit A will not be considered by the Owner.
 - 6.2 State your preferred preconstruction phase fee for all overhead, profit, and home office staffing and support/ reimbursable costs as a percentage (%) of the projected construction cost in Exhibit A of the RFP.

- 6.3 State your preferred Construction Phase Fee for all overhead, profit, and home office staffing and support costs as a percentage (%) of the projected construction cost in Exhibit A of the RFP.
- 6.4 Provide a cost for all required construction phase field staff and other required on-site construction phase General Conditions as required to staff and complete each project.

G. Proposal Submissions

1. All pages must be sequentially numbered within each section. An identifiable tab sheet must precede each proposal section. Include a detailed index for easy reference to the proposal.
2. To be considered, firms should submit one (1) original, two (2) copies and one (1) electronic copy on flash drive.

H. CMA/ OR Proposal

1. Submitted proposals shall be sealed and received at the office of:
James Roberts, Executive Director
Lincoln County Emergency Services
250 W. College
Troy, MO 63379
(Telephone No. 636-528-6100)
2. Deadline for Proposal Submission:
Friday, February 28, 2023 at 10:00 am (Central Standard Time)
3. Proposals will be time-stamped at the reception desk. NO EXTENSIONS WILL BE GRANTED. Telephone, facsimile, electronic or electronic modification of proposals will not be considered. The Owner will review and evaluate written proposals in response to this RFP in accordance with the evaluation criteria identified below.

I. RFP Schedule

1. Owner reserves the right to delete or modify any part of this schedule.
 - a. January 20, 2023: Owner publishes RFP invitation.
 - b. January 20, 2023: Owner distributes RFP.
 - c. February 28, 2023 at 10:00am: Proposals due (Date and Time).
 - d. March 16, 2023 at 6:00pm: Lincoln County Emergency Services Board meeting for selection of CMA/OR.
 - e. March 17, 2023: Notice to Proceed issued to successful company.

J. General Terms

1. The above requested Phase 2 services will be terminated if Owner does not pursue construction.
2. 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.
3. Information received from each firm will become the property of the Owner. Information submitted by the firm cannot be considered confidential unless specifically identified as such by the firm.
4. Owner receives the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary.
5. The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Proposals attesting that all the information provided is true.
6. 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 (90) calendar days following the due date of the Proposal.
7. 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 Proposals or subsequent negotiations of a contract for CMA/ OR services.
8. Provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Proposals. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.
9. CMA/ OR agrees 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 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 CMA/ OR, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of this Contract. CMA/ OR indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.
10. The CMA/ OR shall 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 Two Million Dollars (\$2,000,000) 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 One Million Dollars (\$1,000,000) 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. Subcontracts: In case any or all of this work is sublet, the Contractors shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b), and (c) here of and in like amounts. Contractors shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the Owner through insurance against applicable hazards or risks and shall provide evidence of such insurance.
 - e. Professional liability insurance coverage in the amount of Three Million Dollars (\$3,000,000) for each claim.
11. 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 CMA/ OR shall provide Owner, prior to execution of this 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.

(The remainder of this page intentionally left blank.)

Exhibit A
Proposal Form
Construction Manager Advisor / Owner Representative Services
Lincoln County Emergency Services Board

I, _____, hereby representing _____
(Advisor Submitting Bid) (Firm or Company)

have read and reviewed the Request for Proposals for the Lincoln County Emergency Services Board. I state that the CMA/ OR hereby offered to the Lincoln County Emergency Services Board will meet or exceed all requirements as stated in the proposal.

Signature of Representative

Please state your preferred Pre-Construction Phase Fee for all overhead, profit and home office staffing and support costs as a percentage (%) of the projected construction cost.

_____ %

Please state your preferred Construction Phase Fee for all overhead, profit and home office staffing, insurance and support costs as a percentage (%) of the projected construction cost.

_____ %

Please state your preferred General Conditions for all on-site personnel and infrastructure costs as a lump sum (\$) amount to complete all eight projects. Attach separate sheet detailing items included in lump sum amount, including, but not limited to, Management Services, Management Supervision, Site Services, and General Conditions.

\$ _____