

“Kirkwood School District”
Construction Management as Agent Services
Request for Qualifications
Due 10:00 a.m. May 3, 2021

Introduction

The Kirkwood School District (herein after Owner) is requesting qualifications for Construction Management as Agent (CMA) services to facilitate the pre-construction and construction of projects that include building additions and renovations. See “Project Description” for more information.

Background

Owner

The Kirkwood School District, one of the oldest in St. Louis County, serves students in Kirkwood, Des Peres, Glendale, Warson Woods, Frontenac, Huntleigh, Town and Country, Oakland, and a small part of Sunset Hills, Missouri. Kirkwood School District (District) is one of the top performing school districts in the state of Missouri, serving approximately 6,000 students. Our Mission: Students of the Kirkwood School District will think critically and creatively, driven by a sense of wonder, connection, and joy. Our Vision: Working together, we will ensure all students are prepared for success – now and in their future.

A personalized education and innovative working environment are the objectives at Kirkwood High School, 2 middle schools, 5 elementary schools, and an Early Childhood Center.

Project Description and Timeline

The following is a brief description of the projects Kirkwood School District is pursuing.

1. Kirkwood High School - Addition and Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021
 - b. Construction: Winter 2021 – Summer 2023
2. Nipher Middle School - Addition and Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021
 - b. Construction: Winter 2021 – Summer 2023
3. North Kirkwood Middle School - Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021
 - b. Construction: Winter 2021 – Summer 2022
4. Tillman Elementary School - Additions and Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021
 - b. Construction: Winter 2021 – Summer 2023
5. Westchester Elementary School - Additions and Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021
 - b. Construction: Winter 2021 – Summer 2023
6. North Glendale Elementary School - Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021
 - b. Construction: Winter 2021 – Summer 2022
7. Robinson Elementary School - Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021

- b. Construction: Winter 2021 – Summer 2022
- 8. Keysor Elementary School - Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021
 - b. Construction: Winter 2021 – Summer 2022
- 9. Kirkwood Early Childhood Center - Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021
 - b. Construction: Winter 2021 – Summer 2022
- 10. Facilities Department - Additions and Renovations
 - a. Preconstruction: Spring 2021 – Winter 2021
 - b. Construction: Winter 2021 – Summer 2023

Scope of Services & Deliverables

Introduction

The CMA shall serve as the Owner’s principal point of contact and liaison between the architect, contractors, and other consultants and vendors throughout the project. The CMA Firm 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 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 will not replace the architect, builder and other consultants.

1 - General Services

1.1. CMA, in general, shall have primary management responsibility for the Project and shall coordinate all Project matters.

1.2 CMA shall maintain an organized filing system for all Project documents and records. At Project completion (or anytime requested by Owner) CMA will deliver the document(s) and record(s) to the Owner.

1.3. CMA shall schedule, attend, conduct, record, and assist the Owner at all Project meetings. CMA 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, CMA will provide Owner with minutes from such meetings prepared by CMA. CMA shall review for accuracy the minutes of such meetings prepared by either the Architect, Contractor, or others. CMA shall clarify, amend and report any discrepancies affecting the Project.

1.4. CMA shall furnish to the Owner timely reports containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed through the date of the report; (d) any revision to the Project schedule or Project budget made during the time period covered by the report; (e) a summary of change orders made during the time period covered by the report; (f) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (g) the status of any governmental requirements and activities required to facilitate approval of the Project; and (h) any other reports concerning the Project as Owner may reasonably request.

1.5. CMA 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 of the invoices from the Architect, Contractors and other consultants; and (d) processing Contractors' applications for payment.

2 - Preconstruction Phase: Design and Bidding Services

2.1. CMA shall provide leadership on all matters relating to the planning, design, governmental approvals, and other activities necessary to complete the Project.

2.2. CMA 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 CMA 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 CMA shall 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.

2.3. CMA shall advise and assist the Owner in all activities necessary to obtain any and all rights-of-way necessary for development of the Project.

2.4. CMA 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.

2.5. CMA shall schedule and attend regular meetings with the Architect related to the development of the design.

2.6. CMA 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.

2.7. CMA shall review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect. CMA 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 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.

2.8. Upon approval by Owner of design development plans and specifications, CMA 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.

2.9. CMA shall (i) 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, and (ii) evaluate pricing for alternative building and engineering systems. In addition, CMA shall:

2.9.1. 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.

2.9.2. In consultation with the Architect and Contractor, CMA 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 shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.

2.9.3. CMA 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.

2.10. CMA 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, 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".

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

2.12. If any portions of the work are to be separated into separate bid sections, CMA 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.

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

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

2.15. CMA shall assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

2.16. CMA shall review bids, prepare analyses and make recommendations to Owner for award of a contract for the Project.

3 – Construction Phase Services

3.1. CMA shall have the ability to perform CMA services required to manage multiple primes in lieu of a General Contractor.

3.2. CMA 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.

3.3. CMA 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.

3.4. CMA shall review and process vendor insurance certificates, surety bonds, sworn statements and waivers for contract compliance.

3.5. CMA shall make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.

3.6. After Owner awards each Project construction contract and before the Contractor commences work on the site, CMA 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.

3.7. CMA 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.

3.8. CMA 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. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.

3.9. CMA shall review applications for payment by the Architect and Contractor and make written recommendations to Owner concerning payment.

3.10. CMA shall direct 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, CMA shall make recommendations to Owner for corrective action by Contractor and review Contractor's recommendations for corrective action.

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

3.12. In conjunction with the Contractor who has prime contractual responsibility, the CMA 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.

3.13. CMA 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 CMA shall not guarantee the performance by Contractor, CMA shall recommend courses of action to the Owner when Owner or CMA 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.

3.14. CMA shall notify Owner in writing, with photos and supporting documentation, if CMA becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, CMA 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 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 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 shall reject work which does not conform to the requirements of the applicable Contract Documents.

3.15. CMA shall advise the Owner concerning the procurement of building materials by Contractor regarding budget and schedule implications.

3.16. CMA shall attend on-site review of the Project to confirm substantial and final completion of the construction of the Project, and notify Owner when CMA believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

3.17. CMA shall coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. CMA will consult with Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

3.18. CMA shall obtain from Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.

3.19. Together with the Architect and Owner, CMA shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.

3.20. CMA 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.

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

Provide a company profile including principal areas of expertise and experience providing CMA 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:

- Date, state and type of business organization (close, general, or S corporation; LLC or PLLC; sole proprietorship).
- Federal and state tax ID numbers.
- Names of Owners, Principals and/or Officers.

- The name, title, e-mail address, mailing address, fax and telephone number of the officer authorized to represent the consultant in any correspondence, negotiations and sign any contract that may result.
- The project manager's name, title, e-mail address, mailing address, fax and telephone number.

2. Project Understanding & Approach

Describe your understanding of the project and approach to delivering CMA 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:

- Describe how you will organize and perform tasks in each phase of 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. Proposals must include the following information:

- Identify the key personnel responsible for leading and staffing each phase of the project. Include their percent involvement during each phase of the assignment.
- 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 a Construction Manager (not Architect, Engineer, Contractor, or any other role on the project other than a Construction Manager). 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.
- Identify any external sub-consultants and describe their roles and responsibilities with the Project Team.
- Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness, or separation.

4. Similar Project Experience & References

Provide a list of related K-12 Project Experience.

Describe the firm's current and recent experience representing Publicly Funded Owners as a Construction Manager as AGENT (not Architect, Engineer, Contractor, or any other role on the project other than a Construction Manager as Agent). Furthermore, only include data on those projects that included the involvement of at least one key person from your staffing proposal (included herein).

Project Data should include: Client name, brief descriptions of project, date completed, constructed value, the name of the proposed staff that was involved (and their role), and an owner reference including name, title, phone number, and e-mail address.

5. Local and State of Missouri Familiarity

Provide information regarding your local experience and understanding of the Missouri State Statues that apply to Design, Construction, and Procurement.

Proposal Submissions

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.

To be considered, 1 electronic copy and 3 hardcopies of the proposal must be submitted in sealed envelopes to:

Kirkwood School District
CMA Services Proposal
Mr. Mike Romay, CFO
11289 Manchester Road
Kirkwood, MO 63122

RFQ Schedule

The Kirkwood School District reserves the right to delete or modify any part of this schedule.

April 21, 2021	Owner distributes and publishes RFP
May 3, 2021	10:00 a.m. CST Proposals due (Date and Time)

Questions

Submit questions to:
Mr. Mike Romay
Chief Financial Officer
11289 Manchester Road
Kirkwood, MO 63122
mike.romay@kirkwoodschoools.org

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 unless specifically identified as such by the firm.
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 Qualifications (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 Qualifications or subsequent negotiations of a contract for CMA services.
7. Provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Qualification. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.
8. CMA 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 of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of this Contract. CMA's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.
9. The CMA 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 Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b), and (c) here of and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City 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.

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 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.