

O'Fallon Fire Protection District



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ2024-01

DESIGN BUILD SERVICES

FOR THE

O'FALLON FIRE PROTECTION DISTRICT

SPECIFICATIONS FOR:

STATION #3 RENOVATION

111 Laura K Drive, O'Fallon, MO 63366

April 1, 2024

REQUEST FOR QUALIFICATIONS (RFQ):

Design Build Services

The O'Fallon Fire Protection District (OFPD) proposes to retain a qualified firm/team for the Design Build Services required for the construction of: OFPD House #3 Renovations. To facilitate the selection of the Design Builder for this project, interested firms/teams are invited to submit a response to this RFQ for consideration. Specifications for this Request for Qualification may be obtained commencing **April 1, 2024** and thereafter from the OFPD. All interested parties shall email your request to:

Attn: Amy McCulloch
amcculloch@ofallonfire.org

Sealed responses will be received by the O'Fallon Fire Protection District, at the O'Fallon Fire Protection District Administration Office, 111 Laura K Drive, O'Fallon, MO 63366 until 2:00 p.m., Local Time, **April 19, 2024**. The OFPD reserves the right to accept or reject any or all responses.

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I. REQUEST FOR QUALIFICATION

- A. The O’Fallon Fire Protection District proposes to retain a qualified firm/team for the Design Builder Services required for the design and construction of: OFPD House #3 Renovations.

The delivery method for this Project will be in two phases: Phase 1, Design & Preconstruction Services, and Phase 2, Construction Services.

There will be a separate Notice to Proceed (NTP) for each phase. Phase 1 will begin with contract award. Phase 2 will begin once the Guaranteed Maximum Price (GMP) has been accepted by the District and after execution of the GMP Addendum, approximately thirty **(30) days after** approval of the construction documents has been obtained from owner and governing bodies.

District is not obligated to proceed with Phase 2, or with the selected Design Builder. Design Builder is not obligated to proceed with Phase 2 if the District and Design Builder are unable to agree upon a GMP. Work products and electronic files of Design Builder are the property of District. In the event District and Design Builder do not continue into Phase 2, these documents may be used by District in any manner, including use for subsequent contracts.

- B. To facilitate the selection of the Design Builder for this project, interested firms/teams are invited to submit a response to this RFQ for consideration. The response should contain, at a minimum, the information requested in Section V of this Request for Qualification.
- C. Five (5) copies of the response must be submitted to and received by the office listed below no later than 2:00 p.m., Local Time, **April 19, 2024**

O’Fallon Fire Protection District Administrative Office

111 Laura K Drive

O’Fallon, MO 63366

Phone: (636) 272-3493

- D. A team of O’Fallon Fire Protection District officials will evaluate the responses. A recommended selection will be forwarded to the O’Fallon Fire Protection District Board of Directors for their consideration and approval. Negotiation of a Design Build Services contract is expected to commence directly thereafter.
- E. Questions concerning this project may be directed to:

Attn: Matt Braile - Assistant Chief
mbraile@ofallonfire.org

Interested firms, and all representatives thereof, are prohibited from contacting any elected officials until after a final selection has been made by the O'Fallon Fire Protection District.

II. PROJECT DESCRIPTION

- A. The proposed project shall include the renovation of existing House 3. **Preliminary demolition and floor plans have been provided and attached herein.** Description of work anticipated at each location is as follows: The selected Design Builder will be responsible for providing a more detailed scope of work for bidding purposes.
- B. **It is expressly understood that the construction must be phased so that the owner can maintain their daily functions for emergency response. The owner will occupy portions of the facility at all times and the use of temporary trailers is not desired and can only be used as a last resort.**

O'Fallon Fire House #3 Scope of Work

- Kitchen
 - Remove base/wall cabinets/counter top/appliances
 - Modify soffit to accept 42" tall cabinets (existing is 30") with new drywall soffit New LVT W/6" base
 - New backsplash tile
 - Paint all walls, ceilings, door frames, etc.
 - New base cabinets, wall cabinets and solid surface tops
 - New deep sink
 - New gas stove and microwave (reuse dishwasher)
 - New epoxy flooring w/ 6" vinyl base
- TV Room
 - New LVT W/6" base
 - Add LED lights (drywall ceiling),
 - Paint all walls, ceilings, door frames, etc.
 - New epoxy flooring w/ 6" vinyl base
- Corridors
 - New epoxy flooring w/ 6" vinyl base
 - Paint all walls, ceilings, door frames, etc.
 - Misc drywall patching and repair
- Structural
 - Possible foundation repair
 - Re-attach insulation to floor in crawl space
 - Adjust man door to deck
 - Install necessary expansion joint materials

- Windows
 - All new windows for entire building
- Chief's Room
 - Add cabinets, new wall tile, paint, new toilet and sink
 - Built-in desk in bedroom
 - Add lights to closet
- Deck
 - Re-finish existing wood deck posts and railings.
 - Replace existing cedar planks with composite materials.
- Truck Bays
 - Drywall ceiling repair
 - Option for new epoxy floor
- Lower Level
 - Remove ACT ceiling
 - Paint all walls
 - Paint exposed ceiling black
 - New rubber athletic flooring
 - Modify existing sprinklers to accommodate removed ceilings
- Chief's Office
 - Reduce size of room to accommodate larger Day room.
 - Replace casework and counters
 - Paint all walls, ceilings, door frames, etc.
- Lighting
 - Upgrade all lighting within House to be new LED fixtures Except truck bays
- Front Entry
 - Enclose existing front entry with aluminum storefront entrance and window systems.

B. Project location will be at the following address:

House #3
600 Laura Hill Rd.
O'Fallon, MO 63366

III. CONTRACT SCOPE OF WORK

- A. The specific scopes of work to be performed by Design Builder during the Phase 1, Design and Preconstruction Services and Phase 2, Construction Services, are summarized below. This RFQ summarizes work specified. The Contract Documents are cumulative and shall be read together, and Design Builder shall provide services specified in the RFQ, their responses, and all other components of the Contract Documents.
- B. No Guarantee for Award

- a. There is no guarantee that District will award a contract for any portion of this Project, including Phase 1 (Design and Preconstruction Services) or Phase 2 (Construction Services). Design Builder will not be entitled to recover any costs, anticipated profit, or monetary awards for RFQ response preparation in the event the District decides not to award a contract.

- C. Collaboration
 - a. Design Builder shall work in collaboration and cooperation with District towards realizing a high-quality Project.

- D. Wage Rates
 - a. Design Builder is required to comply with all applicable prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each trade, classification, or type of worker needed to execute the Contract, as determined by State of Missouri Department of Labor and Industrial Relations, are on file at District's main office and are deemed included in the RFQ Documents. State prevailing wage requirements are published by the Director of the State of Missouri Department of Labor and Industrial Relations and can be found online at <https://labor.mo.gov/>. Documents including but not limited to are enclosed here in.

- E. E-Verify
 - a. The Design Builder and each of its Subcontractors shall provide a sworn affidavit and verification that they are registered with the U.S. Citizenship and Immigration Services E-Verify service and have records of all employees working on this project. Provide records to Owner.

- F. Equal Employment Opportunity
 - a. Owner is an equal employment opportunity employer. Unless exempt, Design Builder shall comply with the Equal Employment Opportunities of the Civil Rights Act of 1964 (as amended), Executive Orders 11246 and 11357 (as amended), Age Discrimination in Employment Act of 1967, Rehabilitation Act of 1973, and the Vietnam Era Readjustment Act of 1974, and with all other governmental laws, orders and regulations relative to wages and hours of labor and other matters which may refer to Design Builder in connection with its execution of this order.

- G. Insurance Requirements
 - a. Design Builder's insurance requirements these specifications apply to all Design Builders who will be on the jobsite, whether a general Design Builder or any subcontractor. Design Builder shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of the insurance described below or as otherwise required by law on all of its operations, in companies registered

to do business in the State of Missouri and having an A.M. Best Rating of A, V or higher:

- iv. Workers' Compensation and Employers Liability Insurance.
 1. Design Builder shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Design Builder's employees under the U.S. Longshoremen's and Harbor Works Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the Design Builder's Employers Liability limits are below those stated above an umbrella liability policy may be used to the requested limit.
 2. All personnel on Owner's job sites must be covered under a Workers Compensation policy within the statutory limits as provided under the laws of the state in which the work is performed. If Subcontractor is a sole proprietor and has no other employees, Subcontractor MUST still purchase a Workers' Compensation Policy. When Subcontractor purchases Workers' Compensation Insurance, the certificate must indicate whether coverage has been waived for Officers, Partners, Shareholders, LLC Members and/or Sole Proprietors.
- v. Commercial General Liability Insurance
 1. Design Builder shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Design Builder, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Contractual Liability insuring the obligations assumed by the Design Builder under this contract.
 - d. Personal Injury Liability and Advertising Injury Liability

2. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Design Builder's project under this Contract. Completed Operations coverage must be maintained for the correction period provided in the agreement.
3. Limit of Liability
 - a. The Commercial General Liability policy limits shall not be less than:
 - b. \$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
 - c. \$2,000,000 Aggregate for Products/Completed Operations
 - d. \$1,000,000 Personal Injury/Advertising Injury
 - e. \$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section)
4. Additional Insured
 - a. The Owner, all of its officers, directors and employees ("O'Fallon Fire Protection District") shall be named as Additional Insured under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.
5. Primary Coverage
 - a. The Design Builder's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Design Builder's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.
- vi. Business Automobile Liability Insurance

1. The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA 0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Design Builder's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.
- vii. Umbrella Excess Liability
1. The Design Builder should provide an excess liability policy that will provide a minimum of \$10,000,000 per occurrence/\$10,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$10,000,000 per occurrence/\$10,000,000 aggregate.
- viii. Waiver of Subrogation
1. The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors, and employees.
- ix. Certificates of Insurance
1. Prior to commencing work on behalf of Owner, Design Builder and each Subcontractor shall obtain and pay for the insurance coverages identified herein, until completion and final acceptance of work for a period of two years from the date of completion of the work. As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Design Builder to the Owner before any Work under the Contract is commenced by the Design Builder. Owner shall have the right, but not the obligations, to prohibit Design Builder or any Subcontractor from entering the Project site until such

certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or deduction of coverage without thirty (30) days prior written notice to the Owners. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Design Builder does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Design Builder for the cost of that Insurance. The required insurance shall be subject to the approval of the Owner, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Design Builder of their duties and responsibilities in this Agreement.

x. Copies of Policies

1. Design Builder shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.

xi. Subcontractors

1. Design Builder shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Design Builder shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Design Builder as Additional Insureds and have the Waiver of Subrogation endorsement added.

xii. Other Insurance

1. Owner may require insurance coverage in excess of the types and amounts required above. Design Builder shall attempt in good faith to obtain quotes for such additional coverage and provide them Owner for review. Design Builder shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

xiii. Builder's Risk Insurance

1. **PROPERTY INSURANCE:** Design Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. This insurance shall include interests of the Owner, Design Builder, and Subcontractors in the Project. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Design Builder's services and expenses required as a result of such insured loss. If the property insurance requires deductibles, the **Design Building** shall pay costs not covered because of such deductibles. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

2. **WAIVERS OF SUBROGATION:** The Owner and Design Builder waive all rights against (1) each other and any of their Subcontractors, sub-Subcontractors, agents and employees, each of the other, and (2) the Architect, their respective consultants, Separate Design Builders described in Article 6, if any, and any of their Subcontractors, sub-Subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to these provisions, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Design Builder shall require its Subcontractors, sub-Subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even

though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3. A loss insured under property insurance obtained pursuant to these provisions shall be adjusted by the Design Builder as fiduciary and made payable to the Design Builder as fiduciary for the insureds, as their interests may appear. The Design Builder shall pay Subcontractors their just shares of insurance proceeds received by the Design Builder, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-Subcontractors in similar manner. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design Builder after notification of a Change in the Work in accordance with Article 7.

xiv. Bonds

1. Design Builder shall provide payment and performance bonds covering the faithful performance of the Contract and payment of obligations arising thereunder in sums equal to 100 percent of the Contract amount. Sureties shall be secured through the Design Builder's usual sources and shall be acceptable to the Owner. The cost for the bonds shall be identified separately and considered part of the GMP.

xv. Professional Liability Insurance

1. Professional Liability Insurance: Design Builder shall maintain Project Specific Professional Liability insurance, including contractual liability insurance against the liability assumed by Design Builder in contractually agreeing to perform design services, and including coverage for any professional liability caused by any of the Design Builder's consultants. Design Builder shall maintain at least the limits of liability in a company satisfactory to the Owner as follows:
 - a. \$ 2,000,000 Each Claim/Aggregate
 - b. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all contract services rendered by the Design Builder. Said insurance shall be continued in effect with an extended period of five years

following final payment to Design Builder. Such insurance may be maintained on a claims made basis. Design Builder shall provide Owner with a certificate of insurance evidencing such coverage, and such other proof of such insurance as the Owner may reasonably request.

IV. SCOPE OF SERVICES

Phase 1 – Design and Preconstruction Services

A. Full Design Services

1. Design Builder shall provide complete architectural, engineering, and consulting services as required to construct the Project in all details in accordance with good practice, applicable building codes, District Standards, and this RFQ. Design Builder's attention is called to the requirement to complete programming validation and get final approval from District. The complete design services shall be apportioned into Phase 1 Design and Preconstruction Services. Design Builder shall manage the services provided under the Agreement for Design-Build Services so that the transition between phases is seamless.

B. Design and Preconstruction Services Phase

1. Design and Preconstruction Services will be performed during Phase 1 of this Project. The Agreement for Design-Build Services will authorize all Phase 1 services, upon the issuance of the Phase 1 Notice to Proceed.

C. Project Construction Phasing

1. District may benefit if the Project construction is divided into phasing components in addition to any phasing indicated in the RFQ or the Contract Documents. Examples of possible phasing components are demolition, mobilization, hazardous material abatement, relocation of underground utilities, site preparation, separated buildings, and landscaping. Retention release may be based on project phases with distinct schedule of values, NTPs and NOCs. Phasing components shall be identified during the design phase by Design Builder and proposed to District. District is not obligated to accept proposed phasing components or revise the Project phases.

D. Project Phasing Documents

1. Upon District's acceptance of the Design Builder's recommended construction phases, the Design Builder will include the phases in the GMP proposal to District indicating separate construction costs, schedule, and other conditions for each phase to allow each increment to be initiated, completed, and accepted in accordance with the Contract.

E. Construction Documents

1. Design Builder shall develop and review the Construction Documents with District, considering quality of materials and equipment to ensure a high-quality design, which is achievable within the Proposal Price. Design Builder design decisions made during Phase 1 shall be based on construction materials, methods, systems, phasing, and costs that will provide the highest quality building within the Proposal Price and schedule. The Contract Documents shall identify the design codes, standards, and requirements used for the development of the plans, including the edition and applicable sections. The Construction Documents shall include a quality control program and an implementation plan to ensure that the completed Project complies with the approved design. The design professional-of-record shall specify within the Construction Documents all tests and inspections that are required by the building code and those that are appropriate to achieve compliance with the Contract. Design Builder shall retain the design professional-of-record to provide construction administration services in a professional capacity. These services shall include shop drawing review, response to requests for information regarding the Construction Documents, and periodic visits to the site to observe the quality of the Work. The final, approved-for-construction set of Construction Documents shall be signed and stamped by the Missouri-licensed professionals who prepared the documents, and who shall certify their compliance with codes, standards, practices, and regulations. The Design Builder shall retain full responsibility for the design.

F. Identify Potential Risk Factors

1. Design Builder shall identify Project risks, which are conditions or events that could negatively affect the Project scope, quality, schedule, or cost. Design Builder shall evaluate the risk to include severity of impact, probability of occurrence and other factors as Design Builder deems appropriate and recommend ways to manage or mitigate each risk. Design Builder shall present the risk analysis in a risk matrix format.

G. Scheduling

1. Design Builder shall provide a Project Schedule during the Design and Preconstruction Services Phase representing all tasks necessary to complete the Project within the Project durations.
2. Design Builder shall provide the following durations in the project schedule for reviews and approvals:
 - a. For schematic design, design development, and construction documents, allow fourteen (14) calendar days for District review of each.
 - b. For all other AHJ's, allow sufficient time as required by the reviewing agency.

H. Cost Control Management

1. As an initial task, Design Builder, shall review the Estimated Direct Construction Cost and determine if it is sufficient to construct the Project. Design Builder shall

prepare a cost estimate and evaluate the estimate against the construction budget and recommend, if necessary, actions to avoid potential cost overruns. Design Builder shall establish target values for the cost of each Project element to be used as a basis of design and cost monitoring. Design Builder shall continuously monitor costs to align with the targeted construction budget and scope. If changes are suggested to the scope that may cause cost overruns, Design Builder shall notify District in writing and as part of the Project meetings.

I. Construction Cost Estimates

1. Design Builder shall provide full and complete estimates at:
 - a. Completion of Program Review/Validation
 - b. 100% Schematic Design
 - c. 100% Design Development
 - d. 50% Construction Documents
 - e. First DSA Submittal
2. District's program cost consultant will conduct a peer review of Design Builder's cost estimates. Design Builder and District will reconcile the two cost estimates. Authorization to proceed with the next step in the design process is contingent on the acceptance of the cost estimates.

J. Construction Cost Savings

1. It is one of the collaborative responsibilities of Design Builder to look for ways of reducing Project construction costs. Design Builder's proposed cost reductions shall not reduce the Project program requirements, reduce quality of materials or craftsmanship, increase life-cycle costs, negatively affect the architectural aesthetics, or design intent, or adversely affect the Project completion.

K. Design and Preconstruction Phase Investigation and Preparatory Work

1. Design Builder shall assess the type, quantity, and quality of the available information describing existing site conditions. Design Builder shall make recommendations to the District regarding supplemental site surveys if more information is needed. If District deems it necessary to investigate conditions at the Project site or have incidental construction work performed during the Design and Preconstruction Services Phase, Design Builder shall provide the required services by performing limited scope construction.

L. Testing and Inspection

1. Testing and inspection of the Project's construction will be performed and paid for by District. Design Builder shall coordinate and cooperate with District's inspection and testing agencies.

M. Subcontractor Procurement Methodology

- a. Design Builder shall procure all trade contractors that were not identified as members of the Design Builder team in the Statement of Qualifications or in the Design Builder's technical proposal. All subcontracts with such trade contractors

shall be awarded according to a publicly-advertised process that provides for public notice of the availability of work to be subcontracted and a fixed date and time on which the subcontracted work will be awarded.

- b. The Design-Builder will work with the District to determine which of the two following methods will be used to procure each individual Subcontractor:
 - a. Option (1) - A competitive bidding process resulting in lump-sum bids by prequalified entities for an award made based on the lowest responsible qualified bid; or,
 - b. Option (2) - To the responsible proposer determined to be the Best Value to the Design-Build Entity. "Best Value" shall be determined from the following minimum scoring criteria factors, each representing ten (10) percent of the total weight or consideration given to all criteria factors: price, technical expertise, life cycle costs over fifteen (15) years or more, skilled labor force availability, and acceptable safety record. The remaining fifty (50) percent of the Best Value score shall be based on project specific criteria developed by the Design-Build Entity.
- c. Design Builder shall identify work to be self-performed by the Design Builder and performed by design-assist subcontractors in the proposal, and provide documentation to confirm that Design Builder and its design-assist subcontractors possess the required licenses. Design Builder self-performed work shall be compensated on the basis of direct cost of the work, with the Design Builder's profit and overhead percentage set forth in Design Builder's Proposal Form to be applied to those direct costs. However, the District reserves the right to change the compensation structure for Design Builder's self-performed Work to lump sum (i.e., fixed sum, paid on a percentage of completion basis) at any time. Work performed by Design Builder's design-assist subcontractors will be compensated on a lump sum basis, with lump sum subcontract amounts subject to the District's review and approval.
- d. Design Builder shall develop trade contractor bid packages. The bid packages shall incorporate Design Builder's subcontract agreement requirements, Project specific requirements such as site access and phasing, and Districts' bidding requirements and Contract General Conditions requirements such as assignment clauses, construction documents hierarchy clauses, and Division 1. Design Builder shall develop the most logical, competitive, seamless, and distinct trade contractor bid packages with all scopes of work included in the packages. Include bid alternatives (deductive or additive), as appropriate, in each trade contractor bid package to enable full utilization of the construction budget. Design Builder shall develop Supplementary General Conditions (with District's participation and approval) as needed. Design Builder shall require compliance with prevailing wage rates that are current when beginning trade

bidding; prevailing wage rates are available for downloading on the MO Department of Labor website - <https://labor.mo.gov/>

- e. Design Builder shall prequalify its major trade contractors (at least the mechanical, electrical, plumbing, and trades where the estimated cost of the trade work is greater than five percent (5%) of the Construction Budget) using objective criteria. Once this process is completed, the Design Builder shall provide a list of prequalified trade contractors to the District.
- f. Design Builder shall make best efforts to obtain a minimum of three bids from trade contractors for each bid package.
- g. Design Builder shall not allow or cause contingencies or allowances as part of trade contractors' bids.
- h. District will not reimburse Design Builder or trade contractors for the reproduction costs of bid or construction documents.
- i. Once District has approved individual or multiple trade contractor bid packages, Design Builder shall bid these packages competitively as described above. Bids will be in the form of lump sum or best value as agreed by the Design Builder and District. Design Builder shall issue a notice to bidders and bid advertisement in accordance with Public Contract Code for all trade bids or prequalification's, and in that notice indicate that the Project is a public works Project, and as such is subject to prevailing rate wages in addition to Design Builders prequalification requirements.
- j. Design Builder shall receive bids and review them with District to identify the lowest responsible bidder, or best value proposer, as applicable to each trade contract Design Builder shall review and confirm scope of work with trade contractors before subcontracts are awarded. Design Builder shall invite District's representative to the bid openings and to participate in reviews with Design Builder. Design Builder shall provide a copy of subcontracts to District and, as requested by District, lower tier subcontracts. District shall approve award of subcontracts.

Phase 2 – Construction Services

A. Construction Services

- 1. Once Design Builder has successfully obtained approval of the construction documents from owner and all governing authorities, Design Builder will submit a proposed Guaranteed Maximum Price for consideration by the District. Once the GMP is approved by the District, the Design Builder and District will execute a GMP Addendum. The GMP established in the GMP Addendum will be the maximum compensation available for Phase 2, unless the GMP is increased by the District. Any remaining services described as

Phase 1, Design and Preconstruction Services may also be provided, as appropriate, in Phase 2, Construction Services.

- B. Issuance of Phase 2 Notice to Proceed
 - 1. The District shall issue the Phase 2 Notice to Proceed within thirty **(30) days** of execution of the GMP Addendum.
- C. Conduct Preconstruction Conference
 - 1. District and Design Builder shall co-conduct a preconstruction conference with the trade contractors, design personnel, and appropriate District staff. The preconstruction conference agenda will include OCIP, safety, job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, and preparation and distribution of preconstruction conference notes.
- D. Update the Project Schedule
 - 1. Design Builder shall update the Project Schedule on a biweekly basis and present during each construction progress meeting.
- E. Make Presentations
 - 1. Design Builder shall assist District in reporting Project progress to oversight entities at regular intervals. Design Builder shall prepare occasional presentations as requested by District regarding issues of special importance.
- F. Notices to Proceed
 - 1. Design Builder shall not proceed with any given phase of construction until the District issues a Notice to Proceed for that phase. Conditions for the issuance of an NTP include completion of plan checks required for that phase, verification of conformance to the Contract Documents, verification of required bonding and insurance, and confirmation that project cost is within project budget.
- G. Project Closeout
 - 1. Design Builder shall conform to the requirements as indicated in Section 01 77 00 (Contract Closeout).
 - a. (1) hard copy and (1) electronic file for all contract closeout docs.

V. **SELECTION PROCESS**

- A. The O'Fallon Fire Protection District intends to award the Design Build Services Contract to that qualified firm which best demonstrates the commitment and application of experience, resources and methods to the unique construction requirements, as well as the cost and schedule objectives established by O'Fallon Fire Protection District.
- B. Your written response to this RFQ will be used to evaluate your firm's or team's qualifications, those of your proposed project team members and the suitability of your

indicated approach or plan for the project. All responses to the RFQ will be evaluated by OFPD. The District will review each submitted RFQ and evaluate it in accordance with the factors listed herein. The District will consider the RFQs and information that is otherwise available to create a short list of the most highly qualified proposals. If deemed necessary, the short listed firms or teams may be selected for follow-up interviews. The District shall be the sole judge of its own best interests. The District's decision shall be final and shall not be appealable, reviewable, or reopened in any way.

Following the interview phase, the District will select the proposal that, in its sole discretion, is the best value. The District reserves the right to make an award without further discussion of the RFQ submitted; there may be no best and final offer procedure. The selected Design Build Team will be asked to submit a proposal for design build fees once selection has occurred.

- C. At each stage of the process, O'Fallon Fire Protection District will consider any number of individual factors weighing on each firm or team's qualifications. These considerations will include but are not limited to:
1. The experience and capabilities of the firm involved.
 2. The experience and capabilities of key personnel involved and the willingness to commit designated key personnel to this specific project.
 3. The ability of the project team to interact and work with diverse public and private groups or representatives who may be concerned with the impact of the projects.
 4. How well the approach or plan of the project team appears to integrate with the O'Fallon Fire Protection District's specific needs.
 5. Financial stability and general reliability of the firms individually as well as any proposed team, as indicated by documents, historic projects and references.
 6. A demonstrated ability to bring projects in on schedule and within budget.

VI. STATEMENT OF QUALIFICATIONS

- A. Responses to this RFQ should be in the same order as requested. Responses should be specific and precise with adequate detail to accurately define your qualifications for performing the services required. Limit your responses to the information requested by each section. Any additional information that you wish to submit should be included in a separate section marked "Supplemental Information".
- B. Company Qualifications Overview
Provide the following general information regarding your company and its qualifications for this project.

1. Brief history and general overview of your company. Include the total number of employees at your firm and a breakdown of your staff by project role (i.e. number of project managers, project engineers, superintendents, etc.)
2. List in spreadsheet format all projects your organization has completed in the past five (5) years (or is currently working on) as a Design Builder. Include a brief description of the project, the contract amount, the final date of completion, owner, and architect contact/reference.
3. What percentage of your work is repeat business with previous clients? Provide references for Owners who have used your design build services more than once.

C. Project Management Plan

Provide a management plan that sufficiently defines your management and technical approach to the project. Include in your response the information requested in the following items:

1. Provide an organization chart showing your firm's proposed project organization, showing key project positions identified by title and showing lines of authority/responsibility and communication. Provide the name of each individual that your firm recommends for each key project position (i.e., project executive, project manager, superintendent, project engineer, etc.). Include resumes of key personnel with a description of the roles they will assume on this project and a list of related project experience.
2. Submit the location where home office support services will be performed, and a detailed description of how all of the services will be coordinated and managed. Also include to what extent the field organization will be staffed with local personnel versus relocated permanent personnel.
3. Submit your plan to provide Quality Assurance and Control for this Project throughout the pre-construction and construction phases.
4. Describe your procedures for reviewing and processing of shop drawings and other submittal's.
5. Describe your procedures for processing changes orders, including review and auditing of subcontractor pricing.

D. Design Builder Fee Matrix

Design Builder shall provide a fee matrix that identifies the fee percentage for a project that ranges in value between \$800,000 to \$1.2 MM.