

Midway R-1 School District  
Professional, Owner Representative, Services  
Request for Qualifications

## **Introduction**

The Midway R-1 School District (hereinafter "Owner") is requesting qualifications for Owner's Representation services to facilitate the pre-construction and construction of various improvement projects.

## **Background**

The Midway R-1 School District's facilities are located in Cass County, MO on State Highway 2, the first rural district south of the Kansas City urban area. The district's 40-acre property houses approximately 450 students from PreK-12 at one facility.

## **Project Description**

HTK Architects has been selected to work with the Midway R-1 School Districts. The following design schedules have been created collaboratively by HTK and the Midway R-1 School District

**Safety Improvements:** Enhance safety features around the elementary school playgrounds

**Drainage Improvements:** Implement measures to address drainage issues and improve the structural durability of school facilities.

**Concrete and Parking Area Improvements:** Repair and upgrade existing concrete surfaces and parking areas.

**Vocational Education Facility Improvements:**

- Construction of an Agriculture Food Science Laboratory Building
- Renovation of the FACS Classroom
- Creation of outside welding space for Ag Shop with associated construction

**Other Repairs and Improvements:**

- Renovation of Indoor Concession Stand
- Other items TBD with remaining funds

## **Scope of Services & Deliverables**

Introduction

The Owner's Representative 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 Owner's

Representative shall advocate for the Owner's interests of quality, timely and cost-sensitive design and construction while maintaining professional relationships with all parties. The Owner's Representative will be responsible for overseeing the delivery of the project at the best and lowest price in the marketplace and highest degree of functionality and quality. However, the Owner's Representative will not replace the architect, builder and other consultants.

## 1. General Services

1.1. Owner's Representative, in general, shall have primary management responsibility for the Project and shall coordinate all Project matters.

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

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

1.4. Owner's Representative 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. Owner's Representative shall provide financial oversight services for the Project, including but not limited to (a) preparing budgets; (b) preparing monthly variance reports; (c) monthly Project payment application processing related to assembling, reviewing and forwarding to Owner for payment the invoices from the Architect, Contractors and other consultants; and (d) processing Contractors' applications for payment.

## Preconstruction Phase: Design and Bidding Services

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

2.4. Owner's Representative shall manage the execution of contracts in accordance with Owner's requirements.

2.6. Owner's Representative 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.

### 3 – Construction Phase Services

3.1. Owner Representative shall have the ability to perform construction management services required to manage multiple primes in lieu of a General Contractor.

3.2. Owner's Representative shall provide recommendations regarding each Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to same.

3.3. Owner's Representative shall conduct pre-award conferences with the best and lowest respondent for a Project construction contract; advise Owner regarding the negotiation of business terms of each Project construction contract; and advise Owner on the acceptability of Contractor for the Project.

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

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

3.6. After Owner awards each Project construction contract and before the Contractor commences work on the site, Owner's Representative shall assist Owner in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

3.7. Owner's Representative shall represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.

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

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

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

3.11. Owner's Representative 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 Owner's Representative shall additionally review and advise the Owner concerning the adequacy of the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules in relation to the Project Schedule.

3.13. Owner's Representative shall enforce Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the Owner may require. Although Owner's Representative shall not guarantee the performance by Contractor, Owner's Representative shall recommend courses of action to the Owner when Owner or Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.

3.14. Owner's Representative shall notify Owner in writing, with photos and supporting documentation, if Owner's Representative becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall 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. Owner's Representative shall review any and all test reports and notify the Owner, the Architect and the Contractor, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of Owner, Owner's Representative shall reject work which does not conform to the requirements of the applicable Contract Documents.

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

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

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

3.18. Owner's Representative 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, Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.

3.20. Owner's Representative shall complete the final close-out of the Project by (i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractors and the Architect, (v) collecting and/or otherwise resolving any and all back charge claims that Owner may assert against any Architect or Contractors, including assistance with any legal proceedings instituted by Owner and/or any Architect or Contractor, and/or (vi) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

## 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 Owner's Representative 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 Owner's Representation 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 an Owner Representative (not Architect, Engineer, Contractor or any other role on the project other than an Owner Representative). 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 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).

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 \_\_\_1\_\_\_ hardcopies of the proposal must be submitted in sealed envelopes to:

#### Owner's Representative Services Proposal

Heath Oates, Superintendent  
Midway R-1 School District  
Cleveland, MO 64734  
hoates@midwayk12.net

#### RFP Schedule

The Midway R-1 School District reserves the right to delete or modify any part of this schedule.

1/27/25	Owner distributes and publishes RFP
2/7/25 12:00 p.m.	Qualifications due (Date and Time)
2/10/25	Midway R-1 Board Meeting Presentations

#### Questions

Submit questions to: Heath Oates, Superintendent

## 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 Proposal attesting that all the information provided is true.
5. The Owner reserves the right to accept or reject any or all Proposals, waive any irregularities, and to award the contract to other than the lowest fee firm. No proposals may be withdrawn for a period of sixty (60) calendar days following the due date of the Proposal.
6. The Owner is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the Response to this Request for Proposal or subsequent negotiations of a contract for owner representative services.
7. Provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Proposal. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.
8. Owner's Representative 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 Owner's Representative, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of this Contract. Owner's Representative's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.
9. The Owner's Representative 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 Owner's Representative 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.