



City of Rochester
201 4th Street SE
Rochester, MN 55904

REQUEST FOR PROPOSALS

Construction Management Services

City of Rochester

Heart of the City: Phase 1

April 1, 2019

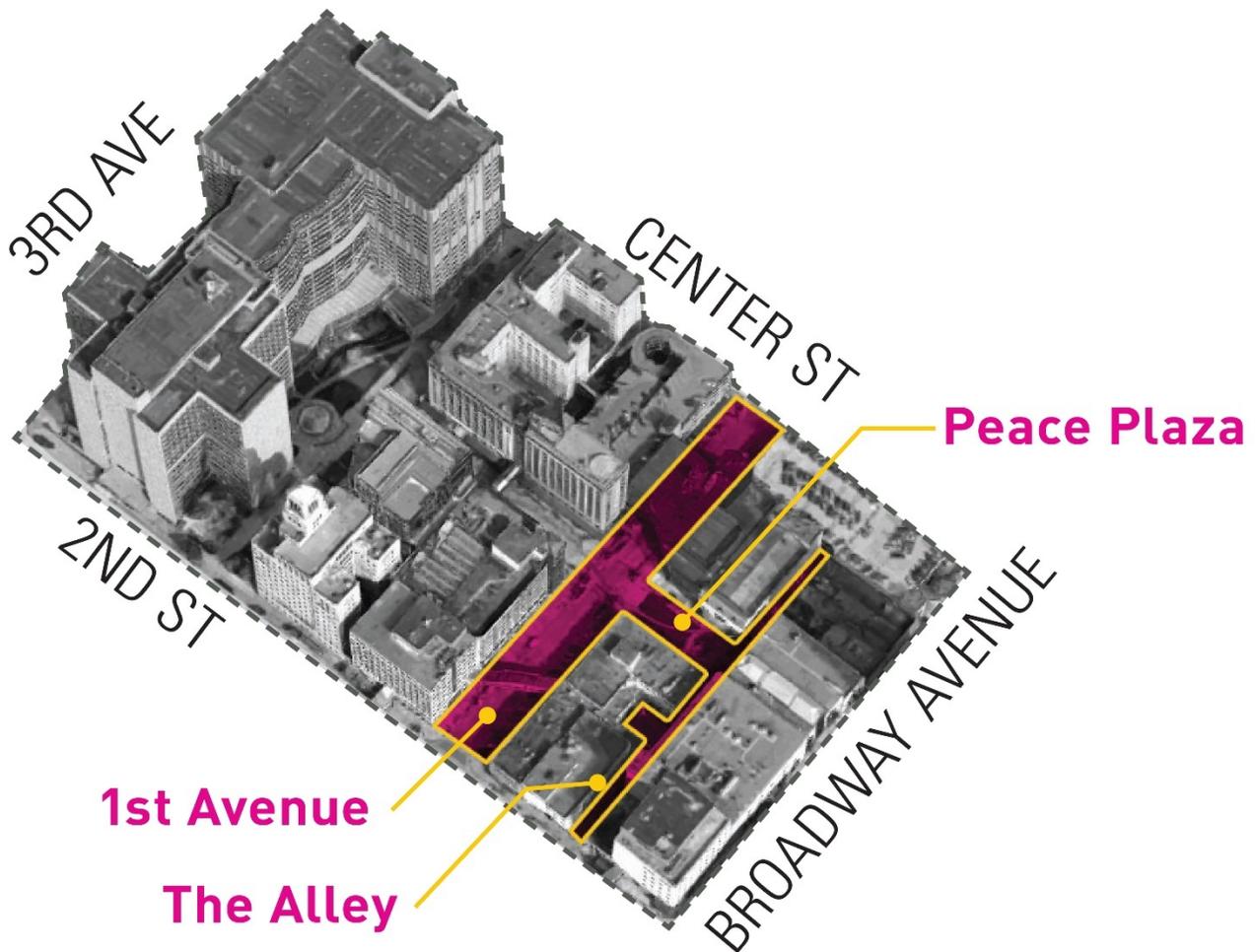




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1. PROJECT INFORMATION

- 1.1. PROJECT OVERVIEW:** The City of Rochester (City) is issuing this Request for Proposal (RFP) for professional Construction Management Agent Services (CMA) from construction documentation through construction delivery for the Heart of the City: Phase 1 project.

The City intends to complete a renovation of 1st Ave SW between W Center St and 2nd St SW, Peace Plaza from 1st Ave to Shops at University building, the alley between W Center St and 2nd St SW in Rochester, MN. This project renovation will include new paving, water features, street trees, custom furnishings, and art installations in a total area of 78,319 sf (1.8 acre). The improvements to the project area will result in a curbsless street, address ADA access, and offer more flexibility for daily programming and special events. The estimated total project budget, including construction and all soft cost is estimated at \$15,000,000.

The City currently has a design team consisting of landscape architecture, architecture, civil, structural, MEP engineering, fountain design, and artist/arts curation under contract. The team will have completed Design Documentation in April of 2019 and will kick-off Construction Documentation in May of 2019 with 100% Construction Documents due October 30, 2019. It is anticipated that bidding will take place in November and December 2019 and construction start as early as possible in 2020. The construction phase is anticipated to last 14 months.

The City is seeking to contract with a Construction Manager-Agency. The objective is to maintain a consistent construction process through general conditions, change order process, and coordination of meeting project milestones. The CMA will be required to attend all community engagement meetings pertaining to this project.

Additional Project Information can be found at:

- DMC Investors and Developers Page: <https://dmc.mn/investors-and-developers/>
- DMC Heart of the City Page: <https://dmc.mn/heart-of-the-city/>

For this proposal, the following schedule and cost estimate **must be used**:

1.2. SCHEDULE - Overall

Schematic Design Reconciliation (SDR)	July 2018 to December 2018 (N/A)
Community Engagement Meetings	N/A
Develop Design Options	N/A
SD Estimate by Kraus-Anderson	N/A
Report to Council	N/A
Design Development Phase (DD)	January 2019 to April 2019 (N/A)
Community Engagement Meetings	N/A
DD Estimate by Kraus-Anderson	N/A
Report to Council (May 20 th , 2019)	N/A
Construction Documents (CD)	May 2019 to October 2019
Community Engagement Meetings	
Cost Estimate by CMA	
Report to Council	
Bidding & Award Phase	November 2019 to December 2019
Construction Phase	February 2020 to May 2021

1.3. COST ESTIMATES

1.3.1. THE ALL – INCLUSIVE BUDGET for this project, which includes, but is not limited to construction, contingency, soft costs, and owner related costs (does not include design cost SD-bidding): Heart of the City: Phase 1 = \$15,000,000

1.3.2. THE COST BASIS for determining the budget for this project was a model of historic and projected values, which includes softs costs, contingency, and owner related costs.

1.3.3. GOAL OF THE PROJECT is to provide the City with the highest value for its available budget. Progressive cost estimating and scope management will be utilized. In addition, value engineering may be required during construction documentation to keep costs within the available budgets.

1.3.4. KEY CHALLENGES for the CMA to address are:

- Assist the City and Landscape Architect with Community Engagement

and communication process as needed. The key needs will be in communicating phasing of construction (location and timing)

- Diverse group of stakeholders and compliance with City's established WMBE goals (promote participation in workforce employment opportunities for women and minorities)
- This project is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry
- Maintaining project budget
- Managing and delivering project on schedule
- Ensure Sustainability Requirements are being met as outlined in the DMC Application in the Sustainable Building Appendix, see <https://dmc.mn/themencode-pdf-viewer/?file=https://dmc.mn/wp-content/uploads/2018/07/2018.07-Joint-Application-for-Funding.pdf>
- Managing multiple prime contractors
- Use of American Made steel
- Construction site safety

1.3.5. THE CMA SCOPE OF SERVICES INCLUDES:

- Project budget analysis, development, estimating, and tracking
- Agency coordination, permitting, and approvals
- Preconstruction services
- Value engineering, safety, sustainability, and quality standards review
- Design review and schedule/phasing development
- Project staging/logistics development and implementation
- Bidding services including bid analysis and recommendation
- Prepare, issue and track all contracts and change documents
- Full time, on site superintendent to facilitate project meetings, construction inspection, quality control and contract administration
- Management and coordination of final startup, testing and balancing, and occupancy
- Coordination on resolution of punch list and warranty issues.
- Project close out and warranty

**Owner will carry Builders Risk Insurance for this project.

1.4. PROJECT CONTACT INFORMATION

Aaron Parrish, Deputy City Administrator
Email: aparrish@rochestermn.gov
Phone: 507-328-2006

2. SCOPE OF SERVICES AND DELIVERABLES

2.1. PRECONSTRUCTION SERVICES

- 2.1.1. THE CMA WILL** review the program furnished by the City to ascertain the requirements of the project and will arrive at a mutual understanding of such requirements with the City.
- 2.1.2. THE CMA WILL** provide a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other.
- 2.1.3. BASED ON DOCUMENTS PREPARED** by the Landscape Architect, the CMA will prepare preliminary estimates of construction costs for program requirements at construction document, 50%, 95%, and 100%. The CMA will provide cost evaluations of alternative materials and systems.
- 2.1.4. THE CMA WILL** expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of project delivery. The CMA will provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors

related to construction costs including, but not limited to costs of alternative designs or materials, preliminary budgets, and possible economies.

2.1.5. THE CMA WILL prepare and update a project schedule monthly for the Architect's review and the City's acceptance. The CMA will obtain the Architect's approval for the portion of the project schedule relating to the performance of the Architect's services. In the project schedule, the CMA will coordinate and integrate the CMA's services, the Architect's services and the City's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

2.1.6. THE CMA/ARCHITECT WILL conduct meetings during design as scheduled with the architect and City. The CMA will also conduct construction meetings with the owner and architect every 2 weeks during construction.

2.1.7. AS THE ARCHITECT PROGRESSES with the preparation of the DD and CD, the CMA will prepare and update, at appropriate intervals agreed to by the City, CMA and Architect, estimates of construction cost of increasing detail and refinement. These estimates will be made available to the entire team and will include detailed line items of all work by specification section based on quantity, unit of measure and unit cost at a minimum. The estimated cost of each contract will be indicated with supporting detail. Such estimates will be provided for the Architect's review and City approval. The CMA will advise the City on the project estimate and make recommendations for corrective action in writing. Estimates based on the preliminary design will be performed at the end of SD, DD and 50%, 95% and 100% Construction Documents. Constructability, sequencing and contractibility reviews will be performed at each phase of design.

2.1.8. THE CMA WILL CONSULT WITH the City and Architect regarding the CD and make recommendations whenever design details adversely affect constructability, cost or schedules. Value engineering, life cycle cost analysis, and evaluations for alternative materials and systems will be performed prior to the beginning of the CD phase.

2.1.9. AS PART OF THE COST ESTIMATING SERVICES, the CMA will provide sustainable construction cost concepts as identified by the project team. The CMA, collaboratively with the Landscape Architect, will closely monitor and manage the project to assure the City and DMC sustainability goals are being met. The CMA will facilitate participation in energy savings activities, design review, and rebate programs.

2.1.10. THE CMA WILL PROVIDE RECOMMENDATIONS and information to the City and Architect regarding the assignment of responsibilities for temporary project facilities and equipment, materials and services for common use of the contractors. The CMA will verify that such requirements and assignment of responsibilities are included in the proposed contract documents. Working in conjunction with the Architect and Owner the CMA will write the general conditions, supplementary / special conditions and division I of the specifications for inclusion in joint or separate project manuals.

2.1.11. THE CMA WILL PROVIDE RECOMMENDATIONS and information to the City regarding the allocation of responsibilities for safety programs among the contractors. The CMA will assume supervisory responsibility for safety and the protection of people on site throughout project duration.

2.1.12. THE CMA WILL ADVISE on the division of the project into individual contracts for various categories of work, including the method to be used for selecting contractors and awarding contracts. Due to the awarding of multiple contracts, the CMA will review the CD's and make recommendations as required to provide that (1) the work of the contractors is coordinated, (2) all requirements for the project have been assigned to the appropriate contract, (3) the likelihood of jurisdictional disputes has been minimized, (4) proper coordination has been provided for phased construction, and (5) to ensure the City is receiving high quality work at a reasonable price. The CMA will review the design documents for clarity and completeness and make appropriate recommendations. At the owner's discretion, the CMA will work with the owner to facilitate up to 6 bid packages to be procured via Best Value Contracting.

2.1.13. THE CMA WILL prepare a project construction schedule providing for the components of the work, including phasing of contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the City. The CMA will provide the current project construction schedule for each set of bidding documents.

2.1.14. THE CMA WILL expedite and coordinate the ordering and delivery of materials requiring long lead time.

2.1.15. THE CMA WILL assist the City in selecting, retaining and coordinating the professional services of surveyors, special consultants, commissioning agents, special inspectors and testing laboratories required for the project. Recommendations and estimates for these types of services will be provided in the proposal documents.

- 2.1.16. THE CMA WILL** provide an analysis of the types and quantities of labor required for the project and review the availability of appropriate categories of labor required for critical phases. The CMA will make recommendations for actions designed to minimize adverse effects of labor shortages.
- 2.1.17. THE CMA WILL** become familiar with and adhere to the City contract administration guidelines in the quoting and/or bidding of any bid package. The City will approve all quote or bid processes.
- 2.1.18. THE CMA WILL** assist the City in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the contract documents.
- 2.1.19. FOLLOWING THE CITY'S APPROVAL** of the CD's, the CMA will update and submit the latest estimate of construction cost and the project construction schedule for the Architect's review and the City's approval.
- 2.1.20. THE CMA WILL** develop bidders' interest in the project and establish bidding schedules in accordance with City contract administration guidelines. The CMA, with the assistance of the Architect, will issue bidding documents to bidders and conduct as-needed pre-bid conferences with prospective bidders. The CMA will assist the Architect with regard to questions from bidders and with the issuance of addenda.
- 2.1.21. THE CMA WILL** generate interest in the project, advertise for the bids, solicit competitive bids, and conduct the bid opening. The CMA will review each bid for conformity with the requirements of the bid package and contract documents and make recommendations to the City on the award of contracts or rejection of bids.
- 2.1.22. THE CMA WILL** provide the City with bid tabulations, proposal forms, bid securities, proposed contracts, and executed letters of authorization no more than ten (10) working days after bid opening. The CMA must do their due diligence to qualify bids.
- 2.1.23. THE CMA WILL** assist the City in preparing construction contracts and advise the City on the acceptability of subcontractors and material suppliers proposed by prime contractors. The CMA will collect executed contracts, purchase orders, affidavits of assurance, insurance certificates, and performance and payment bonds and distribute copies to the City and Architect.
- 2.1.24. THE CMA WILL** assist the City in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various contractors. The CMA will verify

that the City has paid applicable fees and assessments. The CMA will assist the City and Landscape Architect in connection with the City's responsibility for filing documents required for the approvals of any governmental authorities having jurisdiction over the project.

2.1.25. THE CMA WILL attend and participate in any community engagement meetings that pertain to project construction phasing and timing.

2.1.26. THE CMA WILL participate in a final review of documents with the City and the Architect including the Project Core Team, Commission Agent, and other City Staff and consultants deemed necessary by the City.

2.2. CONSTRUCTION AND POST-CONSTRUCTION SERVICES

2.2.1. THE CMA WILL provide administration of the contracts for construction in cooperation with the Architect.

2.2.2. THE CMA WILL provide administrative, management, or related services to coordinate scheduled activities and responsibilities of the contractors with each other and with those of the CMA, the City and the Architect to manage the project in accordance with the latest approved estimate of construction cost, the project schedule and the contract documents. The CMA will coordinate with the City and maintain a fully equipped project office facility on-site to perform all required CMA duties, conduct meetings and the coordination of on-site temporary facilities. The CMA will be required to have a full time superintendent on-site during construction. The CMA will seek approval from the City of the work schedule of the full time superintendent prior to the start of construction.

2.2.3. THE CMA WILL schedule and conduct pre-construction meetings and progress meetings to discuss such matters as processes, procedures, progress and scheduling. The CMA will prepare and promptly distribute minutes to the City, Architect and Contractors. The CMA will conduct weekly job progress meetings following a CMA generated agenda with the Architect and all trades and follow up with the distribution of minutes to all parties.

2.2.4. THE CMA WILL create and update the project construction schedule incorporating the activities of the contractors on the project including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time and procurement. The project construction schedule will include the City's occupancy requirements showing portions' of the project having occupancy priority. The CMA will

update and reissue the project construction schedule monthly or as required to show current conditions. If an update indicates that the previously approved project construction schedule may not be met, the CMA will recommend corrective action to the City and Architect.

2.2.5. CONSISTENT WITH THE VARIOUS BIDDING DOCUMENTS, and utilizing information from the contractors, the CMA will coordinate the sequence of construction and assignment of space in areas where the contractors are performing work.

2.2.6. THE CMA WILL endeavor to obtain satisfactory performance from each of the contractors. The CMA will recommend courses of action to the City when requirements of a contract are not being fulfilled.

2.2.7. THE CMA WILL provide a monthly report on the percentage of women and minority workers on the job.

2.2.8. THE CMA WILL monitor the approved overall project budget. The CMA will show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved overall project budget.

2.2.9. THE CMA WILL develop cash flow reports and forecasts for the project and advise the City and Landscape Architect as to variances between actual and budgeted or estimated costs.

2.2.10. THE CMA WILL maintain accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records.

2.2.11. THE CMA WILL develop and implement procedures for the review and processing of applications by contractors for progress and final payments. The procedures will be approved by the City during the preconstruction phase.

2.2.12. BASED ON THE CMA'S OBSERVATIONS AND EVALUATIONS of each contractor's application for payment, the CMA will review and certify the amounts due the respective contractors.

2.2.13. THE CMA WILL prepare a project application for payment based on the contractors' certificates for payment. The CMA's certification for payment will constitute a representation to the City, based on the CMA's and Architect's determinations at the site and on the data comprising the contractors' applications for payment, that, to the best of the CMA's knowledge, information and belief, the work has

progressed to the point indicated and the quality of the work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work of conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific qualifications expressed by the CMA. The issuance of a Certificate for Payment will further constitute a representation that the contractor is entitled to payment in the amount certified.

- 2.2.14. THE CMA WILL** review the safety programs developed by each of the contractors for purposes of coordinating the safety programs with those of the other contractors. The CMA will, at a minimum, conduct weekly meetings to discuss safety and to ensure that each contractor prepares and submits an adequate safety program and provides general safety signage and postings for the project.
- 2.2.15. THE CMA WILL** determine in general that the work of each contractor is being performed in accordance with the requirements of the contract documents, endeavoring to guard the City against defects and deficiencies in the work. As appropriate, the CMA will have authority, upon written authorization from the City, to require additional inspection or testing of the work in accordance with the provisions of the Contract documents, whether or not such work is fabricated, installed or completed. The CMA, in consultation with the Landscape Architect, may reject work which does not conform to the requirements of the contract documents.
- 2.2.16. THE CMA WILL** schedule and coordinate the sequence of construction in accordance with the contract documents and the latest approved project construction schedule.
- 2.2.17. THE CMA WILL** transmit to the Landscape Architect requests for interpretations of the meaning and intent of the drawings and specifications through the use of an electronic project management software program and assist in the resolution of questions that may arise.
- 2.2.18. THE CMA WILL** review requests for changes, assist in negotiating contractors' proposals, submit recommendations to the Architect and City, and, if they are accepted, prepare change orders and construction change directives which incorporate the Architect's modifications to the documents. The CMA will become familiar with and adhere to the City's contract guidelines for approval and processing of all supplemental agreements.

- 2.2.19. THE CMA WILL** use the best value approach for up to seven (7) bid elements based on the direction from the owner (City).
- 2.2.20. ALL SUPPLEMENTAL AGREEMENTS** and proposal requests will be tracked in the CMA's log, which will be the basis for the supplemental agreement report to the City.
- 2.2.21. THE CMA WILL** assist the Architect in the review, evaluation and documentation of claims.
- 2.2.22. THE CMA WILL** receive and monitor the expiration date of certificates of insurance from the contractors and forward them to the City with a copy to the Architect.
- 2.2.23. IN COLLABORATION WITH THE ARCHITECT**, the CMA will establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals. The project will utilize an electronic submittal and project communication tool, Submittal Exchange or comparable for all construction documentation exchange. The CMA will review all shop drawings, product data, samples and other submittals from the contractors. The CMA will coordinate submittals with information contained in related documents and transmit to the Architect those which have been reviewed by the CMA. The CMA's actions will be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or contractors.
- 2.2.24. THE CMA WILL** record the progress of the project. The CMA will submit written progress reports to the City and Architect including information on each contractor and each contractor's work, as well as the entire project, showing percentages of completion. The CMA will keep a daily log containing a record of weather, each contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the City may require throughout the duration of the project.
- 2.2.25. THE CMA WILL** maintain at the project site for the City one record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved shop drawings, product data, samples and similar required submittals. The CMA will maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The CMA will make all such records available to the Architect

and upon completion of the project will deliver them to the City in PDF format.

- 2.2.26. THE CMA WILL** arrange for the delivery, storage, protection and security of City purchased materials, systems and equipment that are a part of the project until such items are incorporated into the project.
- 2.2.27. WITH THE ARCHITECT** and City's maintenance personnel, the CMA will observe the contractors' final testing and start-up of all utilities, operational systems and equipment.
- 2.2.28. WHEN THE CMA/ARCHITECT** considers each contractor's work or a designated portion thereof substantially complete, the CMA/Architect will prepare for the contractor a list of incomplete or unsatisfactory items and request from the contractor a schedule for their completion. The CMA will assist the Architect in conducting inspections to determine whether the work or designated portion thereof is substantially complete.
- 2.2.29. THE CMA WILL** coordinate the correction and completion of the work. Following issuance of a certificate of substantial completion of the work or a designated portion thereof, the CMA will evaluate the completion of the work of the contractors and make recommendations to the Architect when work is ready for final inspection. The CMA will assist the Architect in conducting final inspections.
- 2.2.30. THE CMA WILL** secure and transmit electronically and two (2) hard copies to the City warranties and similar submittals required by the contract documents. The CMA will insure the prime contractors compile material, such as manufacturer's operations and maintenance manuals, equipment data lists with make, model and serial number, warranties, guarantees, etc., in an organized manner, and prepare an appropriate index for the City's use and binds such documents.
- 2.2.31. THE CMA WILL** assist the City and the design team in applying for and obtaining all qualified rebates and discounts.
- 2.2.32. THE CMA WILL** work with Architect and Owner to coordinate all appropriate sections of this document and all related construction contract forms. The CMA will prepare summary of work with assistance by others and CMA will be required to prepare a detailed scope summary for each bid.
- 2.2.33. THE CMA WILL** forward to the Landscape Architect a final project application for payment upon compliance with the requirements of the contract documents.
- 2.2.34. THE CMA WILL** assist the City in obtaining the occupancy permit.

This task includes, where necessary, accompanying governmental officials during inspection, preparing and submitting property documentation to the appropriate approving agencies, coordinating final testing, and other activities.

- 2.2.35. THE CMA WILL** be required to be on site not less than daily throughout the entire construction phase including the first contractor's first week on the site through the final acceptance of work by the City of the last contractor to finish, including but not limited to, building automation system and occupancy permit.
- 2.2.36. THE CMA WILL** prepare final accounting and close-out reports of all above indicated report systems. These reports will summarize for historical purposes, any items that are not self-explanatory.
- 2.2.37. A PRE-WARRANTY CHECK** walk-through will be conducted with the City no later than ten months following the Date of Substantial Completion of the project.
- 2.2.38. THE CMA WILL** manage the transfer of site operations to the City. Transfer of operations will not be made until all components of all site systems are complete and fully functional, including the site automation system. The CMA will provide assistance to the City throughout warranty periods.
- 2.2.39. THE CMA WILL** coordinate the training of City personnel with the prime contractor(s) suppliers for operation and maintenance of the major site systems (i.e., irrigation, snow melt, fountain, etc.). CMA will ensure all components of each system is complete and fully functional including building automation system, prior to scheduling training for each system.
- 2.2.40. GENERAL CONDITIONS WILL** be handled as a pass-through cost to the owner through the CMA only. General Conditions (i.e., Dumpsters, toilets, temp partitions, temp barricades, etc.) will not be completed by prime contractors. Bidding must be transparent and separate bids must be submitted for any work to be self-performed by the CMA.

3. PROPOSAL PROCESS, CONTENT AND SUBMISSION REQUIREMENTS

3.1. PROPOSAL TIMELINE

ACTIVITY	TIMELINE
RFP Issued	June 13 th , 2019
Mandatory Pre-Proposal Meeting Chateau Theater 15 1 st St SW, Rochester, MN 55902	June 28 th , 2019 @ 2:00 p.m.
PROPOSAL DUE (4:30 PM)	July 12th, 2019
Interviews (if Necessary)	July 24 th , 2019
Tentative Firm Selection	July 31 th , 2019
Notice to Proceed (Tentative)	UPON COUNCIL APPROVAL

3.2. SUBMISSION PROPOSAL

3.2.1. THE CMA WILL submit the proposal electronically to aparrish@rochestermn.gov.

City of Rochester
Proposal for Construction Management Services
for Heart of the City Phase 1

Attention Aaron Parrish
Deputy City Administrator
201 4th Street SE, Room 266
Rochester, MN 55904

3.2.2. REQUEST FOR CLARIFICATION: Only written questions will receive responses. The City reserves the right to disregard questions received after July 11th, 2019. Response to questions will be made by written addendum.

3.2.3. THE SUBMITTAL WILL be made at or before **4:30 PM Central Time, July 12, 2019.** **NOTE: Late proposals will not be accepted.**

3.2.4. BY SUBMITTING A PROPOSAL, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the project's objectives.

3.2.5. ANY CHANGES TO THIS RFP will be made by written addendum. No verbal modification will be binding. If any addendum is issued for this RFP, it will be posted to the City's website by June 24th, 2019. Acknowledge receipt of all addenda in your proposal.

3.2.6. PRE-CONTRACTUAL EXPENSES are defined as expenses incurred by the proposer in:

- Preparing its proposal in response to this RFP
- Submitting that proposal to the City
- Negotiating with the City any matter related to this proposal;
- Any other expenses incurred by the proposer prior to the date of execution of the proposed agreement

The City will not, in any event, be liable for any pre-contractual expense incurred by the proposers in the preparation of this proposal.

Proposers will not include any such expenses as part of their proposals.

3.2.7. WHERE TWO OR MORE CONSULTANTS desire to submit a single proposal in response to this RFP, they should do so on a prime- subcontractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

3.2.8. THE CITY MAY investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence of qualifications to perform the work described in this RFP.

3.2.9. THE CITY RESERVES the right to:

- Reject any or all proposals if such action is in the public's interest
- Cancel the entire Request for Proposal
- Issue a subsequent Request for Proposal
- Remedy technical errors in the Request for Proposal process
- Negotiate with any, all, or none of the RFP respondents
- Reject and replace one or more subcontractors

3.2.10. THIS RFP DOES NOT COMMIT THE CITY to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

3.2.11. ALL INFORMATION INCLUDED in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

3.3. PROPOSAL CONTENT

Proposals shall be submitted electronically to aparrish@rochestermn.gov. The proposal should include the following information:

3.3.1. FIRM QUALIFICATIONS: Select a maximum of four (4) "representative" projects completed by your firm as CMA. For each project provide:

- Name and location of project
- Contract Amount
- Type of Project
- Owner Name and Contact Person
- Architect Name and Contact Person
- Date of Completion
- Describe your firm's special strengths and areas in which you believe your company to be exceptionally competent.

3.3.2. FIRM CAPACITY/EXPERIENCE: Describe your organization's annual capacity for project delivery and overall experience/reputation:

- List number of years the firm has been in business
- List your annual volume of work (in construction dollars) during the past ten years for the office that will be responsible for this project
- Describe the percentage of your business mix between Public sector and Private sector during the past ten years for the office that will be responsible for this project
- Describe your annual volume of work completed with the CMA delivery method (in construction dollars) during the past ten years for the office that will be responsible for this project
- Describe your present and future work load specifying which projects are utilizing the CMA delivery method

3.3.3. STAFF QUALIFICATIONS: Organizational chart showing how your firm will staff and organize and identify these individuals you propose to assign as Principal(s) in charge of the project,

- Project Manager, Project Superintendent(s), and other relevant, key positions.
- Provide resumes for each person in your project team
- Provide 3 client references for the Project Manager and Project Superintendent
- Identify capacity and resources for back-up and support of assigned staff (include total number of employees and titles from the office that will be responsible for this project)

3.3.4. CONSTRUCTION MANAGEMENT APPROACH: Describe your firm's construction management approach to the key challenges listed below:

- Project staging to minimize operations disruptions
- Maintaining project budgets
- Delivering the projects on schedule
- Construction site safety
- Pre-construction approach
- Post-occupancy approach

3.3.4.1. DESCRIBE YOUR FIRM'S CONSTRUCTION

MANAGEMENT APPROACH to the services listed below:

- Contract administration
- Detailed example of General Conditions coordination with owner identifying a transparent approval process. CMA firm will identify percentage rate of mark-up for General Conditions coordination in Attachment B
- Ensuring project quality
- Safety program
- Change order procedures
- Management and coordination of final startup, testing, and occupancy

3.3.5. COST PROPOSAL: Complete the spreadsheet enclosed as Attachment B – Cost Proposal. This may also be submitted electronically to aparrish@rochestermn.gov.

For the purposes of this proposal, the schedule and construction cost provided in Section I. and this spreadsheet MUST be used.

Additional lines may be added as needed for staff positions.

If your firm believes that the proposed cost and/or schedule may be less or more than those amounts stated, you may discuss this in your proposal in this section. Do not adjust your cost proposal to reflect any new assumed, possible, or revised schedule and/or construction cost.

4. EVALUATION, INTERVIEWS, AND CONTRACT AWARD

4.1. EVALUATION TEAM: The Evaluation Team may conduct interviews with selected proposers if necessary. If interviews are scheduled, additional information on schedule, format, and questions will be provided.

4.2. EVALUATION CRITERIA: The City will review the proposals using Qualifications Based Selection criteria. The proposal award will be based upon, but not necessarily limited to, or in order of importance, the following criteria:

- The proposer's project manager(s) and their experience in leading similar projects
- General reputation and experience of proposer's firm and personnel
- The proposer's scope of work, project approach, and the City's evaluation of the proposer's ability to furnish the required work
- Construction Management approach to key challenges
- Familiarity with the City of Rochester

- The proposed price and detailed work effort
- Success with sustainability and WMBE efforts
- Safety program
- Preconstruction Services

4.3. CONTRACT

The agreement to be executed between the successful proposer and the City of Rochester will include modified terms and conditions of the AIA standard document between Owner and Contract Manager as Advisor, a sample document has been included in this RFP as Attachment A.

ATTACHMENT A

SAMPLE - AIA Document C132™-2009

**Standard Form of Agreement Between Owner and
Construction Manager as Advisor**

RFP Construction Management Services for Heart of the City: Phase 1, City of Rochester, MN

Construction Management Fee (Based on \$15 Million construction cost)		X.XX%
CMA Construction Fee	\$	-
Construction Management Fee on Changes in Work		X.XX%
	\$	-