



Request for Qualifications
City of Ellsworth
Multipurpose Project
Construction Manager at Risk

City of Ellsworth, Minnesota
July 16, 2025
322 S. Broadway Street
Ellsworth, Minnesota 56129

Proposals Due 2:00 pm on August 5th, 2025
Electronic Submissions to: cityofellsworthmn@gmail.com

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A. General Purpose

1. The City of Ellsworth (Owner) requests qualifications information to evaluate and select a Construction Manager at Risk (CMaR) for the construction of an addition to the Ellsworth City Hall located at 322 S. Broadway Street.
2. The Selection of the CMaR will be done through a two-step process:
 - In the first step, Owner will evaluate the qualifications of each respondent using uniform criteria (Section F.2, below) and choose a short-list of two to five respondents as CMaR finalists.
 - In the second step, the short-listed respondents will be solicited to submit a proposal responding to a Request for Proposal (RFP) for Construction Manager at Risk services. The evaluation panel will score each respondent's proposal based on RFP published criteria and interview up to the three (3) highest scoring respondents. Owner will enter contract negotiations with the highest-scoring respondent.
3. The award of a contract to the selected CMaR will be subject to Owner funding, Minnesota Statutes, Section 471.463 requirements, and the CMaR and Owner agreeing to a Guaranteed Maximum Price (GMP) for the Project work, as per the construction documents.
4. Owner will use *Owner-modified* AIA Document A133-2019 and A201-2017, as the form of agreements between Owner and the selected CMaR.

B. Background and Nature of Project

Project Background

The City of Ellsworth has hired Falls Architect and is nearing completion of the building program and schematic layout.

Project Description

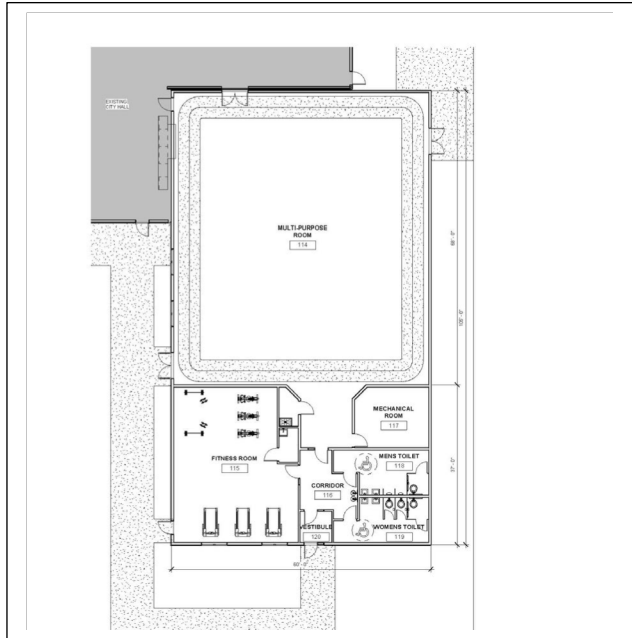
The new addition will be on the side of Lot 7 & 8, Block 10 and Block 11.



The project consists of 60' x 125' wood framed addition to the existing city hall structure. (The existing City Hall structure was able to be built because of the State 2020 Bonding Bill.) The project includes an event center that will multi-task as a jr. high sized basketball court and walking track; fitness center; restrooms; and vestibule with occupancy of approximately 385 people.

The code study is based off of the 2020 MN State Building Codes.

The preliminary schema Project floor layout is shown below for the Project.



Project Costs \$1,367,589.57

Ellsworth, MN Multi-Purpose Project
Community Center Event Room Floor Plan
5/19/2023 | JN 22122 | Falls Architect Studio, LLC
Jeffrey J. Nelson, AIA

Architect and Engineer

Owner has contracted with Falls Architect Studio as the architectural and engineering firm for this project (“Architect”). The selected CMaR will work closely with the Architect throughout the design process.

Project Budget & Funding

The total project budget is estimated at \$1,375,000 million (“Budget”).

The GMP is estimated to be approximately \$1,375,00 million. This amount includes the cost of work to be performed by the CMaR, the CMaR’s fee, all expenses of the CMaR that are typically referred to as “reimbursable expenses”, and all work to be performed by subcontractors. The GMP components will be contractually defined in an *Owner-modified* AIA Document A133-2019 standard form of agreement between Owner and CMaR as constructor, which will be modified by Owner and available as an attachment to the RFP when issued.

This project is funded by the City of Ellsworth. The CMAR contract will be held with the City of Ellsworth.

Project Process and Special Consideration

In addition to the Architect, Owner will contract separately for services related to special inspections and construction phase material testing.

Schedule:

(See section D for more information on the RFQ/RFP process and critical dates)

Design Phases	Start	Finish
Programming		
Schematic Design	May 2023	August 2025
Design Development	May 2023	August 2025
Construction Documents	May 2023	August 2025

Construction Timeline	Start	Finish
Bid Awards: Opportunity for separate bid packages i.e. demo/abatement	July 2025	August 2025
CMaR Anticipated GMP	July 2025	August 2025
Deconstruction and Construction	August 2025	September 2026
Construction Substantial Completion		September. 2026
Project Closeout		September 2026

C. Scope of Services to be Provided

Preconstruction

During pre-construction, the CMaR shall actively participate with Owner, the Architect, and other design consultants in completing the construction documents. Additionally, the selected CMaR is expected to help define and prioritize the scope of work within the allocated budgets while working collaboratively with the Architect (make all changes from A/E to Architect throughout) from the latter portion of the Schematic Design through the completion of the Construction Documents phase. The Preconstruction phase services include, but are not limited to, the following:

Scope

- Evaluate and assess the project program, schedule, and construction budget established by Owner and A/E.
- Engage actively with Owner, A/E and other design professionals in a manner that encourages and supports collaboration, cooperation, open communication, and trust.
- Attend and participate in regular planning and design meetings to advise Owner of compatibility of the project's program, costs, and schedule. Actively participate in the design team meetings as required to facilitate and advance the design

- process. The CMaR should anticipate approximately fifteen (10) meetings throughout the design process.
Provide information, suggestions and assessments requested or required by Owner and or A/E to facilitate decision making with the project team which are intended to deliver the utmost quality in construction, utilizing sustainable materials and practices, all within the allocated budget and schedule.
- Provide information, suggestions, and assessments requested or required by the subcontractors, and gather input regarding constructability specific to trade expertise and industry conditions.
- Assist to educate Owner in maintenance and operations protocol to be expected for proposed building systems and assemblies. The information and education provided should assist decision making in the decision-making process.
- Identify sustainable strategies and alternatives that are feasible and financially appropriate for the project budget and intent; as part of this, participate in life cycle analysis to assist project team
- Assist owner with any rebate programs.
- Identify strategies and alternates that are feasible and financially appropriate for achieving tax incentives (This includes programs created by the Inflation Reduction Act)
- Collaborate with and make recommendations to Owner and A/E on development of scope of work, division of work, and subcontractor lists as early as feasible to promote maximum participation of subcontractors and suppliers. Actively engage the subcontractor market to increase interest in the project. Coordinate early outreach efforts with Owner to prospective small business contractors and suppliers in the Ellsworth area.
- Thoroughly evaluate the design plans and project specifications for completeness, constructability, maintainability, problems and or other errors, etc.; review project drawings and specifications to eliminate areas of conflict, gaps in work and /or overlap in the work to be performed by subcontractors.
- Provide written comments and discuss outcome of such reviews with Owner and A/E at 100% SD phase, 100% DD and 65% CD Phases.

Budget

- Assist in maintaining the overall project budget with Owner for all activities from Design through occupancy.
- Advise Owner of ways to achieve efficiencies in project delivery and costs, identify and evaluate alternative materials, systems and methods as may be requested or required by Owner and or A/E to increase cost-effectiveness of the design, reduce the construction schedule and increase the project value to Owner

- Conduct on-going value-engineering services to identify value-based cost options that will improve quality and value while achieving the A/E's design within project budget.
- Provide long-lead procurement studies and initiate early procurement of long-lead items.
- Prepare, as requested by Owner, detailed cost-estimate reports (anticipate 4 – 100% SD, 100% DD and 65% CD) for the construction of the project; conduct reviews of such estimates with Owner and A/E to determine reasonableness of the project design and budget.
- Consult with Owner and A/E on Circumstances which may indicate construction costs in excess of the available budget; provide recommendations for alternatives to be considered to either align construction costs with the available construction budget or to reconcile cost estimates with A/E estimates.
- Provide information, suggestions, and assessments requested or required by Owner and/or A/E on allowances, unit price, and alternate opportunities.

Schedule

- Develop, collaborate, and maintain the overall project schedule with Owner for all activities from design through occupancy.
- Provide information regarding the availability of materials and labor, provide information on procurement of materials and equipment which have long lead times, and other factors which impact the time of construction.
- Assist Owner in planning the move-out, deconstruction, construction, owner vendor work, turnover, move-in, owner training, and opening of the project to determine optimal phasing.
- Develop and maintain a detailed critical path method (CPM) schedule that identifies all design activities, permits, and all other activities required to be completed before construction activities.
- Collaborate with Owner and A/E to identify and evaluate opportunities to accelerate the construction schedule through early bid packages; assess related risks and benefits.
- Provide constructability review and planning with Owner that includes site planning, phasing, staging and logistics to ensure appropriate traffic flow, safety, and security.
- File construction documents with the applicable code officials and authorities, while monitoring and seeking expedited approvals during the permitting process.
- Obtain all permits, including watershed, sewer access charges (SAC) and water access charges (WAC); administer utility locate and relocate services.
- Provide an open, competitive, and objective subcontractor pre-qualification process for approval by the Owner, and instructions to align with Architect and Owner's Division 0, Division 1 and technical CSI specifications.
- Recommend pre-qualification criteria and generate a list of pre-qualified subcontractors and materials suppliers, including strategies to promote and

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- maximize small-business participation among subcontractors and suppliers from the Ellsworth area.
- With the Owner's approval, at its sole discretion, the CMaR may also submit bids for certain trade contract work. If CMaR bidding is allowed by the Owner for certain contract work, the Owner will review and select the contracts for such work, without CMaR participation in the award process.
Prepare bid packages for advertising and bidding instructions; prepare bid solicitation documentation for all trades, and solicit bids from subcontractors using an open, competitive, and objective bidding process approved by the Owner.
- Respond to all requests for information or questions from prospective subcontractors regarding bid packages.
- Conduct pre-bid conferences, in coordination with Owner.
- After contracts are awarded, provide Owner with a GMP using the standard Exhibit A to *Owner-Modified* AIA Document A133-2019. GMP is to be itemized by CSI division of work to enable Owner and Architect to assess all cost for the work.

Construction and Post-Construction

During the construction phase, the CMaR will assume the responsibilities similar to those of a general contractor as set forth in the *Owner-Modified* AIA Document A1332019 and A201, to be finally negotiated between CMaR and Owner. The CMaR must assume the risk of delivering the project through a GMP. Construction and Post Construction Phase services include, but are not limited to, the following:

- Upon execution of the GMP amendment to the contract, assume the responsibility and risk of delivering the work in accordance with the contract requirements.
- Address all federal, state and city permitting requirements; manage and adhere to the Sustainable guidelines and requirements; coordinate all inspection and testing as required by the project and the authorities with jurisdiction.
- Obtain necessary permits for disposal of construction and demolition waste and dispose of materials in accordance with state laws.

Establish and maintain a web-based project communication and documentation site with internet-based project-management software for administrative functions that include process for plan reviews, purchase orders, change orders, payment applications, requests for information, and document and schedule management.

- Manage the construction budget and identify changes as 1. owner directed, 2. unforeseen conditions or 3. A/E errors and omissions.

- Manage the detailed CPM schedule and the GMP documentation.
- Provide change order and contingency fund request, Owner expenditure approval and control methods, including use of a cost-control matrix in a form acceptable to Owner; update owner and A/E regularly on status of the construction contingency.
- Manage and coordinate all trade contractors and subcontractors and others engaged in the performance of the work.
- Coordinate all Owner vendors or contractors engaged in the performance of the work.

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- In collaboration with A/E, provide BIM coordination to assist shop drawing accuracy and production prior to submitting for Owner and A/E review.
- Actively participate in the submittal review meetings as required to facilitate and advance the review and approval process.
- Continuously supervise and observe all work in progress to ensure that it proceeds in accordance with the construction contract documents; and provide monthly updated detailed CPM Schedules.
- Coordinate Owner, Architect, Contractor construction meetings and prepare meeting minutes for those meetings; all meetings to be held at a location and time convenient to Owner.
- Furnish monthly reports to Owner with cost and schedule status that include the progress of the work which address:
 1. Compliance with the construction schedule.
 2. Site and building logistics plan.
 3. Status of testing and inspection activities performed by the CMAA and subcontractors.
 4. Status of shop drawings and submittals.
 5. Status of change orders.
 6. Work force participation.
 7. Subcontractor expenditures.
 8. Status of Owner's vendor and 3rd party commissioning agents.
 9. Other matters related to the progress of the work.
- Maintain construction field documents and provide updated copies to A/E.
- Coordinate all inspections and testing as required by the project and Owner's 3rd party testing, building systems, and building envelope commissioning agents.
- Determine when each subcontractor's work is substantially completed and prepare a list of incomplete work and work which does not conform to the requirements of the construction documents.

Develop and implement procedures for orderly completion of punch list items, checkout of utilities, operational systems and equipment and initial startup.
- Ensure full performance and conformance of all testing, training, and commissioning log(s) resolutions along with the MN B3 Program closeout requirements.
- Participate in completing contractor items as required by B3.
- Assist owner in creating documentation related to the B3 construction phase for submission requirements.
- Prepare a punch list for review by Architect prior to substantial completion.
- Prepare and deliver warranties, as-built drawings, and maintenance manuals; administer closeout of the project.

- Ensure performance of all warranty obligations, resolution of all claims, and other post construction requirements.
- Assist Owner in the turnover, move-in and building opening.
Cooperate with Owner's construction cost auditor; furnish all requested cost documentation; assist Owner in submittals and data required for tax incentives (This includes programs created by the Inflation Reduction Act)
- Assist Owner in preparing required one-year post-construction submission under Minnesota B3 program.
- Demonstrate and train Owner's maintenance personnel prior to submitting certificate of contract completion.
- Actively support and participate in one-year warranty walk with Owner and A/E.

D. RFQ Information, Qualification Evaluation Overview

Questions and Inquiries

Questions and inquiries regarding this Request for Qualifications should be directed to:

Jeff Nelson, Falls Architect Studio, LLC
605-334-0402
www.fallsarch.com

From the date of release of this RFQ, until a Respondent is selected, and a contract executed, Respondents must not communicate with any of Owner's staff, RFQ/RFP Evaluation Team Members or the Architect/Engineer regarding this project or Construction Manager at Risk selection process. All communication must be through the designated contact listed in this RFQ. If any Respondent attempts any unauthorized communication, the Owner may, in its sole discretion reject such Respondent's submittal or proposal.

Schedule of Critical Dates

The City's procurement schedule for selecting the CMaR is set forth below; however, the City reserves the right to modify this schedule.

CMaR Schedule of Critical Dates	Date
RFQ issued	July 16, 2025
Deadline for questions	August 1, 2025, 4:30 PM

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RFQ Addendum Issued	August 4, 2025
RFQ Response Due	August 5, 2025, 2:00 PM c.s.t
RFQ Scoring and RFP issued to shortlisted firms	August 6, 2025
RFP Submittal Deadline	August 7, 11:00, AM c.s.t
Respondent Response Scoring	August 7, 2025
Anticipated CMAA Award Date	August 11, 2025

Late Responses

Late Responses may not be considered.

Pre-Qualification Meeting

The Owner will conduct a Pre-Qualification Meeting only if requested.

E. Qualifications Response Requirements

To facilitate the selection process, the following information must be included in your response through. Responses will be limited to no more than twenty-two (22) 8.5"x11" pages in length, excluding a cover sheet, a cover letter, and appendices. The font shall be no smaller than 11 point, 11"x17" pages can be used for maps, exhibits, and/or schedule and will count as a single page. Appendices are anticipated to contain pre-prepared marketing materials and/or full resumes or other supporting documents. Reviewers may or may not review material contained in appendices. The response shall address each item listed below and include Attachments B through D.

1. Cover Letter (Max 2 pages)

- Legal Name of Firm, address, and phone number
- Name, title, address, telephone number, fax number, and email of contact person during the period of proposal and/or contract evaluation
- Type of business organization

- Confirmation of receipt of any Addenda to the RFQ
 - Confirm ability to start project as noted in the included timeline.
 - Signature of a person authorized to bind the offering firm to the terms of the proposal.
2. Surety and Insurance **(Max 2 pages)**
- Confirm ability to Meet insurance requirements listed in Attachment D of the RFQ.
 - Confirm ability to obtain necessary bonding for this project.
 - Explanation of measures taken to protect against subcontractor work default and sub-subcontractor nonpayment claims.
3. Firm, Experience and References: **(Max 10 Pages)**
- Provide at least three examples of previous comparable projects in scale and nature completed in the last ten (10) years, while acting as Construction Manager at Risk or Construction Manager as Advisor. Preference will be given to projects completed as CMaR.
 - List any projects completed in the City
 - List as a percentage of original contract, amount of all change orders to the listed projects. Include the following change order categories, Value Engineering, Owner Initiated, Unforeseeable Conditions, and construction document related.
 - List all claims that were filed on the projects listed above. Provide the following details: nature of dispute, initial claim amount, settlement amount and method of resolution.
 - References: Provide references for three of the projects listed above, where you were Construction Manager at Risk or as Advisor
 - Over the past ten (10) years has your firm failed or refused to perform or complete any work it was obligated to complete pursuant to that project's contract documents? If so, please explain the work that was not completed and provide the reason.
 - Are there any outstanding liens against any projects that your firm has been involved in? If so, please provide details.
4. Project Team and Team Member Experience: **(Max 4 Pages)**
- Provide an organizational chart showing involvement and correlation of project key members including Preconstruction Project Manager, Construction Project Manager, Site Superintendent, Mechanical Coordinator, Electrical Coordinator, Project Scheduler, Project Estimator, Sustainability (B3) Manager. It is preferred if the Preconstruction Project Manager and Construction Project Manager are the same person.
 - Experience/Resume of Team Members
 1. Name
 2. Email Address

3. Firm Name
4. Firm Location
5. Professional Licensure(s), Education, and Professional Affiliations.
6. Number of years working for current firm and total number of years of professional work experience.
7. Job title/role for this project
8. Percent time on this project
9. Number of projects completed with other team members.
10. Recent experience on similar projects and responsibilities for those projects.

5. Safety Program and Record: **(Max 2 Pages)**

- List your worker's compensation EMR for the last 3 years.
- Has your firm had any accidents which resulted in construction fatalities on any of your construction sites in the last 5 years? If so, please provide details. If not, this should be noted.
- Has your firm received from OSHA any willful or repeated safety citations for which a final order has been issued within the last 5 years?
- For the past five years please provide details of alleged violations associated with penalties and corrective action taken on your project sites as a result of inspections by OSHA, other applicable health and safety agencies and any environmental agencies.

6. Cost of Services: **(Max 2 Pages)**

- Provide a breakdown of your firm's fees and compensation for the Construction Manager at Risk's Services. This can include explanations of different phase fees, overhead costs, administration costs, legal or contractual fees, or any other breakdown of the fees and compensation that may need clarification.
- Indicate your level of confidence that the fixed limit for the cost of the work set forth in the RFQ is appropriate and adequate for the scope of work proposed.
- If your assessment is that the budget for the cost of work identified in the RFQ does not accurately reflect the scope of the initial work package (in other words, that the Fixed Limit should be less than or greater than the Fixed Limit assumed in the RFQ), state the basis for the determination and suggest an appropriate and adequate budget for the scope of work.

7. Submission of Qualifications: All items to be received by the City Project Manager on or before the date and time listed in the RFQ.

- Submit one electronic pdf copy (via thumb drive or emailed to cityofellsworthmn@gmail.com) and one (1) bound copy of the proposal in a sealed package clearly marked: "Multi-Purpose Addition RFQ." Each copy of the proposal must be signed in ink by an authorized representative of the firm.

Submit all copies to City of Ellsworth Attn: Dawn Huisman 322 S. Broadway Street, Ellsworth, MN 56129 no later than August 5, 2025, 2:00 PM c.s.t . Late submittals will not be considered.

F. Qualifications Evaluation and CMar Selection Process

1. The owner will review all responses received by the deadline for completeness, including all required signatures and requested data. Any response deemed incomplete will be rejected.
2. All responses deemed complete will be evaluated on the following factors:

Factor	Points
Respondent firm's experience with comparable projects including its ability to complete the projects on time and within budget as Construction Manager at Risk	30
Project Available Staff experience with comparable projects, past performance, technical competence, capacity and capability of key personnel to perform as Construction manager at Risk or as Construction manager advisor.	25
Respondent Firm's safety record	35
Cost of services (NB: finalists will get an opportunity to refine cost proposal)	10

Total Available 100 points

The evaluation committee will score each complete response by applying the above criteria, without interviews, looking for information relating to experience as CMar. Owner may request additional or clarifying information from respondents as necessary.

Two (2) to five (5) of the highest-scoring respondents will comprise a short-list of firms that will be solicited through an RFP to submit a proposal for CMar services. When the qualifications review process is complete Owner will notify all respondents.

Overview of RFP Phase of Final CMar Selection

An RFP for Construction Manager at Risk Services will be sent to the short-listed Respondents. Owners' evaluation committee will carryover scores from the RFQ responses and score responses received from the RFP according to its separate RFP evaluation criteria. Up to three (3) highest scoring proposers will comprise a short-list of firms that will be invited to an interview. The evaluation committee will also include a score for the interviews. The highest-overall scored firm will be invited to enter contract negotiations with the Owner for the AIA A133 and A201..

G. General Provisions

Specific obligations of the CMaR described in this RFQ and in the RFP will be included in the final negotiated agreement between Owner and the selected Construction Manager at Risk.

Duration of offer

Proposals submitted in response to this RFP are valid for ninety (90) days following the date of submission on proposals. This period may be extended by written mutual agreement between Owner and the respondent.

Maximum Participation of Qualified Subcontractors

To ensure maximum participation of qualified subcontractors as well as fair and open competition, the selected CMaR must be able and willing to qualify and hire through the competitive bidding process both union and non-union subcontractors. The selected CMaR must follow Minnesota Statutes, Section 471.463 subd. 5, which requires the selected CMaR to procure subcontractors for the project work through prequalification and in an open, competitive, and objective manner, with City approval. The CMaR will be responsible for bidding out project work and entering into contracts with the selected subcontractors, subject to approval by the City as to process.

Equity in Procurement – Subcontracting Requirements & Workforce Goals

The selected CMaR must comply with Owner's requirements for payment of prevailing wages, bidding of all trade/subcontracted work, these requirements will be described in Article 13 of Owner-modified AIA Document A201-2017 General Conditions of the Contract for Construction.

Laws and Regulations

Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minnesota Statutes, Section 471.463.

Government Data Practices

A Qualifications Submittals Package or Proposal submitted to Owner is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Such information is public unless it falls within one of the exceptions in the Act, such as security information or trade secret information pursuant to Minnesota Statutes, Section 13.37.

If a Respondent believes any nonpublic information will be supplied in response to this RFQ, it must take reasonable steps to identify and provide reasonable justification to Owner regarding which data, if any, falls within an applicable exception under the Minnesota Government Data Practices Act. However, the Respondent agrees as a condition of submitting a Qualifications Submittal Package or a proposal that Owner will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality or other disclosure as may be related to the submitted documents. The

Respondent agrees, by submitting a Qualifications Submittal Package or proposal, to indemnify Owner from any liability resulting from any and all third-party claims and/or losses which may arise as a result of the disclosure of, or failure to disclose, information.

Disposition of RFQ and RFP Responses

All materials submitted in response to this RFQ and RFP will become property of Owner and will become a public record in accordance with Minnesota Statutes, Section 13.591, after the evaluation process is completed. Owner will not consider the prices submitted by a Respondent to be trade secret materials.

Rights Reserved by Owner

Owner reserves the right to:

- Negotiate any aspect of a proposal with any Respondent and negotiate with more than one Respondent.
- Select for contract negotiation a Construction Manager Proposal other than that with the lowest cost.
- Terminate negotiations at an impasse and negotiate with the next highest-scored Respondent, prepare and release a new RFQ and RFP, or take such other action as Owner deems appropriate if negotiations fail to result in a fair contract with the City.
- Terminate the contract at any time, for convenience. Owner also reserves the right to add subsequent work packages to the Construction Manager at Risk's contract when they are defined and funded.

Organizational Conflict of Interest

The Respondent warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons or organizations:

- A Respondent is unable, or potentially unable, to render impartial assistance or advice to Owner;
- The Respondent's objectivity in performing the work is or might be otherwise impaired;
- The Respondent has an unfair competitive advantage.

The Respondent agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to Owner, that shall include a description of the action the Respondent has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, Owner may, at its discretion, cancel the contract. In the event the Respondent was aware of an actual or perceived organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the Contracts Administrator, Owner may terminate the contract for default. The provisions of this clause shall be included in all

subcontracts for work to be performed, and the terms "Contract" and "Contracts Administrator" modified appropriately to preserve Owner's rights. Owner may, in its sole and absolute discretion, waive any conflict of interest.

Addenda to RFQ

Any Addendum issued will become part of the RFQ. Owner may modify or clarify the RFQ by publishing one or more addenda. Addenda will be numbered consecutively in the order they are issued. Respondents will be responsible for meeting the requirements of all addenda and will be required to acknowledge in their response their review of all addenda.

H. Attachments

Attachment A: RFQ Response Checklist

Attachment B: Proposal Declaration and Acknowledgement

Attachment C: Main Contact and Addenda Acknowledgement

Attachment D: Qualifications Forms ---To be Completed and Scored **Attachment**

E: Evaluation and Selection Process

Attachment A: RFQ Response Checklist

The Following checklist is intended as a guide for Respondents. Respondent is NOT required to include this checklist with its RFQ submittal.

Attachment		Description
<input type="checkbox"/>	B	Proposal Declaration on and Acknowledgement
<input type="checkbox"/>	C	Main Contact and Addenda Acknowledgement
<input type="checkbox"/>	D 1,2	Surety and Insurance Requirements

C	3	Firm, Experience and References
C	4	Project Team and Team Member Experience Attached to response: <input type="checkbox"/> Organizational Chart <input type="checkbox"/> Resumes of Team Members
C	5	Safety Record
C	6	Cost of Services <input type="checkbox"/> Breakdown of fees and compensation <input type="checkbox"/> Level of confidence in fixed limit & explanation

ATTACHMENT B - PROPOSAL DECLARATION AND ACKNOWLEDGEMENT

Required

Respondent must complete and submit this Attachment as the response cover page.

Check to confirm statements are true:	
1. No attempt has been made or will be made by us to induce any other person or firm to not submit Qualification in response to this RFQ.	—
2. No personnel currently employed by the City of Ellsworth participated, directly or indirectly, in any activities related to the preparation of this Submittal.	<input style="width: 20px; height: 20px;" type="checkbox"/>
3. To the best of our knowledge there are no relevant facts or circumstances which could give rise to organizational conflicts of interest.	—
4. Respondent has reviewed and is familiar with this RFQ and it's attachments.	<input style="width: 20px; height: 20px;" type="checkbox"/>

5. Respondent understands and acknowledges all RFQ requirements.	<input type="checkbox"/>
6. Respondent is able to furnish Bonds and Insurance required by this RFQ.	<input type="checkbox"/>
	<input type="checkbox"/>
7. Respondent is NOT currently debarred, at a State or Federal level, from doing business with public entities.	<input type="checkbox"/>
8. The Respondent understands they shall not assign any part of its interest in the Contract without prior written consent of the City of Ellsworth.	<input type="checkbox"/>
9. Respondent is able to start project as noted in the included timeline	<input type="checkbox"/>

I certify under penalty of perjury that I am a duly authorized representative of the Respondent listed below, I have carefully examined all RFP Documents and documents referenced in this RFP, I understand all instructions, requirements, specifications, terms and conditions, and all statements, information, costs, and schedules submitted in response to the RFP are current, complete, true and accurate. I am in full compliance with all applicable Federal, State and local laws, rules, regulations and ordinances governing its business practices.

Legal Name of Firm and type of business

Date of Submission

Printed Name of Respondent's
Representative and Title

Signature of Respondent's Representative

E-mail Address of Respondent

Firm's Phone Number

Firm's Mailing Address

ATTACHMENT C – MAIN CONTACT PERSON AND ADDENDA ACKNOWLEDGEMENT

Respondent to confirm receipt of addenda issued.

Respondent's main contact person during the period of proposal and/or contract evaluation

Name

Title

Email Address

Telephone Number

Fax Number

Mailing Address

Addenda Acknowledgement

Responders are responsible for checking for any addendums to this RFP.

Respondent acknowledges receipt of the following Addenda, and has incorporated the requirements of such addenda into the Proposal (LIST ALL ADDENDA ISSUED FOR THIS RFP):

No.	Date
No.	Date
No.	Date
No.	Date
No.	Date
No.	Date

ATTACHMENT D – QUALIFICATIONS FORMS *Respondent to complete the following.*

- SURETY** *(PASS / FAIL) If respondent answers “no” to 1.1, the response will fail and not be considered.*

1.1. Is the Respondent able to obtain payment and performance bonding for the project work , Cost of Work estimated to be \$1,375,000 with the ability to obtain bonding for additional work packages, if the size of the project increases by up to 10%?

☐ Yes

☐ No

1.2. Does the Respondent intend to require payment and performance bonds from its Subcontractors, or take out Respondent's own low deductible subcontractor default insurance (SDI) to protect itself from Subcontractor default or payment claims?

____ Yes

____ No (If "No", explain what measures Respondent will require to protect itself and the Owner against Subcontractor work default and sub-Subcontractor nonpayment claims)

2. **INSURANCE (PASS / FAIL)** *If respondent answers "no" to this requirement, the response will fail and not be considered.*

2.1. Is the Respondent able to obtain the following insurance coverages and minimum limits for this contract?

☐ Yes

☐ No

2.2. Is the Respondent able to obtain Workers' Compensation insurance for this contract from a Workers' Compensation insurer insurance listed by A.M. Best with a rating of A- (minus) and a Financial Size Category of VII or better (except if coverage is in the Assigned Risk Plan or the prospective Respondent is a self-insurer) and authorized to do business in the State of MN?

☐ Yes

☐ No

Commercial General Liability	
Per Occurrence	\$2,000,000
Annual Aggregate (per project/per location)	\$4,000,000
Annual Aggregate for Products & Completed Operations	\$4,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Contractor's Pollution Liability	
Per Occurrence	\$2,000,000
Aggregate	\$2,000,000
Employers' Liability	
Bodily Injury by Accident	\$100,000
Bodily Injury by Disease Aggregate	\$500,000
Bodily Injury by Disease per Employee	\$100,000
Other Coverage	
Automobile Liability (Combined Single Limit)	\$1,000,000
Umbrella or Excess Liability may be used to supplement Respondent's policy limits to satisfy full policy limits required above	
Workers' Compensation	Statutory
Additional Insured-Primary/Non-Contributory, to the extent permitted by law, for both ongoing and completed operations	Yes
Builder's Risk - "All Risk" (Any deductible is the sole responsibility of the selected Respondent and shall not exceed \$10,000)	Construction Cost

2.3. Is the Respondent able to obtain the above insurance coverages and minimum limits for this contract in compliance with the following conditions: Insurance Companies must either (1) have an A.M. Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by A.M. Best ?

☐ Yes

☐ No

3. **EXPERIENCE WITH COMPARABLE PROJECT (30 POINTS)** *If the Respondent does not have required experience listed for each project, the project will be scored zero for the project in this portion of the evaluation.*

Firm's Experience with Comparable Projects as Construction Manager at Risk, or as Advisor; capability to perform, technical competence and their availability and familiarity with the project locale.

Additionally, the Respondent must have completed a minimum of three (3) projects with a construction value of at least 10,000,000 within the last 10 years.

The Respondent must have successfully completed (i.e. achieved substantial completion) comparable projects (scope of work and cost) within the last ten (10) years of the date of issuance of this RFQ. Experience as a Construction Manager at Risk is preferred. If the entity submitting this Proposal is a joint venture, then Joint Venture entity must demonstrate the required previous construction experience as a joint venture. Projects must have been managed and constructed by the business entity identified in this Proposal. Projects completed by present employees of the Respondent for former employers are not acceptable.

- 3.1. Over the past ten (10) years has your firm failed or refused to perform or complete any work it was obligated to complete pursuant to that project's contract documents?

☐ Yes ☐ No

If Yes, please explain what work and why.

- 3.2. Are there any outstanding liens against any projects that your firm has been involved in?

☐ Yes ☐ No

If Yes, please provide details.

- 3.3. Have you completed any projects in the City of Ellsworth?

☐ Yes ☐ No

If Yes, please list the projects

- 3.4. Complete and submit the Project Data Sheet(s), which start on the next page, for three (3) projects in order of importance/relevance. Project Data Sheets are limited to one (1) page.

PROJECT 1			Project Owner	
Project Name			Project Owner Contact	
Project Location	City, State		Project Owner Contact Email	
Construction Cost			Project Architect Firm Name	
Construction Commencement Date			Project Architect Contact	
Construction Completion Date (substantial completion date)			Project Architect Contact Email	
Project Size (square feet, etc.)			Proposed Team Members from Attachment C 4.0 that worked on this project	
Type of Services Provided (Design, Pre-Construction, Construction, etc.)				
Construction Delivery Method (CMAR, Design-Build, etc.)				
Percent of change orders	Value Engineering: ____% Owner Initiated: ____% Unforeseen Conditions: ____% Construction Document Related: ____%			
<p><u>Briefly</u> describe how this project is similar to the City's Project.</p> <p>Identify any challenges you encountered on the project and <u>briefly</u> describe how these issues were resolved.</p> <p>List any claims that were filed on the project including nature of dispute, initial claim amount, settlement amount and method of resolution.</p>				

PROJECT 2			Project Owner	
Project Name			Project Owner Contact	
Project Location	City, State		Project Owner Contact Email	
Construction Cost			Project Architect Firm Name	
Construction Commencement Date			Project Architect Contact	
Construction Completion Date (substantial completion date)			Project Architect Contact Email	
Project Size (square feet, etc.)			Proposed Team Members from Attachment C 4.0 that worked on this project	
Type of Services Provided (Design, Pre-Construction, Construction, etc.)				
Construction Delivery Method (CMAR, Design-Build, etc.)				

Percent of change orders	Value Engineering: _____% Owner Initiated: _____% Unforeseen Conditions: _____% Co nstruction Document Related: _____%
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Briefly describe how this project is similar to the City’s Project.

Iden fy any challenges you encountered on the project and briefly describe how these issues were resolved.

List any claims that were filed on the project including nature of dispute, initial claim amount, settlement amount and method of resolution.

PROJECT 3			
Project Name		Project Owner	
Project Loca on	City, State	Project Owner Contact	
Construction Cost		Project Owner Contact Email	
Construction Commencement Date		Project Architect Firm Name	
		Project Architect Contact	

Construction Complete on Date (substantial completion date)	
Project Size (square feet, etc.)	
Type of Services Provided (Design, Pre-Construction, Construction, etc.)	
Construction Delivery Method (CMAR, Design-Build, etc.)	

Project Architect Contact Email	
Proposed Team Members from	
Attachment C 4.0 that worked on this project	

Percent of change orders	Value Engineering: ____% Owner Initiated: ____% Unforeseen Conditions: ____% Construction Document Related: ____%
<p><u>Briefly</u> describe how this project is similar to the City's Project.</p> <p>Identify any challenges you encountered on the project and <u>briefly</u> describe how these issues were resolved.</p> <p>List any claims that were filed on the project including nature of dispute, initial claim amount, settlement amount and method of resolution.</p>	

4. **STAFF EXPERIENCE, PAST PERFORMANCE, AND CAPACITY OF KEY PERSONNEL (25 POINTS)** Respondent to include a one (1) page résumé for each team member included in this Section. Preference will be given to respondents with staff who have work on projects where the respondent was CMaR

Project Role	Preconstruction Project Manager	Construction Project Manager
Name of Individual		
Email Address		
Individual's Firm Name		
Individual's Firm Location	City, State	City, State
Years working within Firm	#	#
Years working within Industry	#	#
Number of projects completed with other Team Members	1. Construction Project Manager # 2. Site Superintendent # 3. Mechanical Coordinator # 4. Electrical Coordinator # 5. Project Scheduler # 6. Project Estimator # 7. Sustainability (B3) Manager #	1. Preconstruction Project Manager # 2. Site Superintendent # 3. Mechanical Coordinator # 4. Electrical Coordinator # 5. Project Scheduler # 6. Project Estimator # 7. Sustainability (B3) Manager #
Identify the name, cost, and completion date for up to three <u>comparable</u> projects	1a. Project Name 1b. Project Cost 1c. Completion Date 2a. Project Name 2b. Project Cost 2c. Completion Date 3a. Project Name 3b. Project Cost 3c. Completion Date	1a. Project Name 1b. Project Cost 1c. Completion Date 2d. Project Name 2e. Project Cost 2f. Completion Date 3d. Project Name 3e. Project Cost 3f. Completion Date

Briefly describe the Individual's Responsibilities for this Project		
Percent of Time on Project	Pre-Construction: #% Construction: #%	Pre-Construction: #% Construction: #%

Project Role	Site Superintendent	Mechanical Coordinator
Name of Individual		
Email Address		
Individual's Firm Name		
Individual's Firm Location	City, State	City, State
Years working within Firm	#	#
Years working within Industry	#	#
Number of projects completed with other Team Members	1. Preconstruction Project Manager # 2. Construction Project Manager # 3. Mechanical Coordinator # 4. Electrical Coordinator # 5. Project Scheduler # 6. Project Estimator # 7. Sustainability Manager #	1. Preconstruction Project Manager # 2. Construction Project Manager # 3. Site Superintendent # 4. Electrical Coordinator # 5. Project Scheduler # 6. Project Estimator # 7. Sustainability Manager #
Identify the name, cost, and completion date for up to three comparable projects	1a. Project Name 1b. Project Cost 1d. Complete on Date 2a. Project Name 2b. Project Cost 2g. Complete on Date	1e. Project Name 1f. Project Cost 1g. Complete on Date 2h. Project Name 2i. Project Cost 2j. Complete on Date

	3a. Project Name 3b. Project Cost 3g. Complete on Date	3h. Project Name 3i. Project Cost 3j. Complete on Date
Briefly describe the Individual's Responsibilities for this Project		
Percent of Time on Project	Pre-Construction: #% Construction: #%	Pre-Construction: #% Construction: #%

Project Role	Electrical Coordinator	Project Scheduler
Name of Individual		
Email Address		
Individual's Firm Name		
Individual's Firm Location	City, State	City, State
Years working within Firm	#	#
Years working within Industry	#	#

Number of projects completed with other Team Members	1. Project Manager # 2. Construction Project Manager # 3. Site Superintendent # 4. Mechanical Coordinator # 5. Project Scheduler # 6. Project Estimator # 7. Sustainability (B3) Manager #	1. Project Manager # 2. Construction Project Manager # 3. Site Superintendent # 4. Mechanical Coordinator # 5. Electrical Coordinator # 6. Project Estimator # 7. Sustainability (B3) Manager #
Identify the name, cost, and completion date for up to three <u>comparable</u> projects	1h. Project Name 1i. Project Cost 1j. Complete on Date 2k. Project Name 2l. Project Cost 2m. Complete on Date 3k. Project Name 3l. Project Cost 3m. Complete on Date	1c. Project Name 1d. Project Cost 1e. Complete on Date 2c. Project Name 2d. Project Cost 2e. Complete on Date 3c. Project Name 3d. Project Cost 3e. Complete on Date
<u>Briefly</u> describe the Individual's Responsibilities for this Project		
Percent of Time on Project	Pre-Construction: #% Construction: #%	Pre-Construction: #% Construction: #%

Project Role	Project Estimator	Sustainability (B3) Manager
Name of Individual		
Email Address		
Individual's Firm Name		
Individual's Firm Location	City, State	City, State
Years working within Firm	#	#
Years working within Industry	#	#
Number of projects completed with other Team Members	1. Project Manager # 2. Construction Project Manager # 3. Site Superintendent # 4. Mechanical Coordinator # 5. Electrical Coordinator # 6. Project Scheduler # 7. Sustainability (B3) Manager #	1. Project Manager # 2. Construction Project Manager # 3. Site Superintendent # 4. Mechanical Coordinator # 5. Electrical Coordinator # 6. Project Scheduler # 7. Project Estimator #

<p>Identify the name, cost, and completion date for up to three <u>comparable</u> projects</p>	<p>1k. Project Name 1l. Project Cost 1m. Comple on Date 2n. Project Name 2o. Project Cost 2p. Comple on Date 3n. Project Name 3o. Project Cost 3p. Comple on Date</p>	<p>1f. Project Name 1g. Project Cost 1h. Comple on Date 2f. Project Name 2g. Project Cost 2h. Comple on Date 3f. Project Name 3g. Project Cost 3h. Comple on Date</p>
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<p><u>Briefly</u> describe the Individual's Responsibilities for this Project</p>		
<p>Percent of Time on Project</p>	<p>Pre-Construction: #% Construction: #%</p>	<p>Pre-Construction: #% Construction: #%</p>

5. SAFETY PROGRAM AND RECORD (35 POINTS)

Qualifications requirements C 5.1 and C 5.2 are **PASS/FAIL**.

The Respondent must not have had willful or repeated safety citations within the last 5 years. The Respondent must answer both C 5.1 and C 5.2. Answering both questions is a pass/fail requirement. Failure to meet the requirements stated here, or failure to answer the questions, may be deemed to be non-responsive at the sole discretion of the City. If a Responder is deemed to be non-responsive their response will be rejected.

- 5.1. Has the Respondent received from OSHA any willful or repeated safety citations for which a final order has been issued within the last 5 years? **(PASS/FAIL)**

☐ Yes ☐ No

****If yes, please attach document of willful or repeated citations.**

- 5.2. Has the Respondent had any accidents which resulted in construction fatalities on any of your construction sites within the last 5 years? **(PASS/FAIL)**

☐ Yes ☐ No

If Yes, please provide details.

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- 5.3. **Experience Modification Rate (EMR):** List your workers' compensation EMR for the years indicated. Please attach document.

Policy Year 2023:___ Policy Year 2022:___ Policy Year 2021:___

5.4. OSHA Violations:

Has the Respondent received one or more OSHA violations in the past 5 years?

☐ Yes ☐ No

****If yes, document all OSHA violations for your organization. (Add rows as necessary):**

Inspection Date	Inspection #	State of Occurrence	Number of Violations

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Attach a copy of the violation(s) and describe in writing the actions you have taken to correct the deficiency.

6. Cost of Services (10 POINTS)

Complete Fee Proposal Matrix Below based on fees for services as Construction Manager at Risk, include average hourly rate for key personnel as an attachment.

6.1 Fee Proposal Matrix

	Description	Fee as Percent	Owner's Cost of Work and approx. duration (18 months)	Amount in Dollars
A	Preconstruction Phase Fee-Fixed Amount (management staff fee, overhead & profit)	%	1,375,000	
B	Construction Phase Cost of Work	%	\$1,375,000	
C	General Conditions	%	\$1,375,000	
D	Insurance Cost	%	\$1,375,000	
E	Bond Cost	%	\$1,375,000	
	Total Base Cost			\$

Based on a 18 months of construction, list an amount for staff related General Conditions, which shall include:

- Personal Costs: Salaries for home office staff and on-site management including benefits, bonuses, vacation, personal time off, cell phone and mileage.
- Temporary Facilities: Office trailer including copiers, furniture, computers, phones, radios, office supplies, and other similar site-related costs. Exclude the following the general requirements costs that will be reimbursed at actual cost without profit or markup: utilities, dumpsters, temporary toilets, safety equipment, hoisting, snow removal, periodic and final clean.

6.2 Indicate your level of confidence that the fixed limit for the cost of the work set forth in the RFQ is appropriate and adequate for the scope of work proposed.

_____ %

Provide an explanation for your level of confidence.

--

Attachment E - Evaluation and Selection Process

Overview

The city will review each Qualifications Submittal received in response to this RFQ for completeness, signatures, and all required information before considering the Submittal for further review. The city will then evaluate the Qualifications Submittals against the evaluation criteria for the degree to which each proposal meets the criteria.

Criteria

CRITERIA	MAXIMUM POINTS	SUBMIT INFORMATION ON PAGE/ATTACHMENT
RFQ Response completed and submitted on time	Pass/Fail	NA
Proposal Declaration and Acknowledgement	Required	Attachment B
Main Contact Person and Addenda Acknowledgement	Required	Attachment C
Surety	Pass/Fail	Attachment D 1
Insurability	Pass/Fail	Attachment D 2

Firm's Experience with Comparable Projects as CMaR; capability to perform as CMaR, technical competence as CMaR, their availability and familiarity with the project locale.	30	Attachment C 3
Staff Experience with comparable projects, past performance, and capacity of key personnel	25	Attachment C 4
Safety Program & Record (5.1 - .2)	Pass/Fail	Attachment C 5.1 - .2
Safety Program & Record (5.3 - .4)	35	Attachment C 5.3 - .7
Cost of Construction Manager at Risk Services	10	Attachment C 6
Total	100	

Evaluation

Each Respondent's Qualifications Submittal will be judged and scored based upon the indicated available points, by the Selection Committee. The respondents with the highest qualification scores will be placed on a "short-list" of finalists who will then be eligible to submit proposals for Construction Manager at Risk Services. The qualifications evaluation may include city requests for additional information from respondents as necessary. When the qualification review process is complete, the City will send notification of the "short-list" of finalists to all respondents. Each Qualifications Submittal must include information with respect to each of the evaluation criteria, as further described in the Attachments. The City reserves the right to reject a Qualifications Submittal that does not include all of the completed attachments or receives a fail in any of the pass/fail criteria.

Short-list

The "short-listed" firms will then be formally sent an RFP for Construction Manager at Risk Services. The firms that respond to the RFP in accordance with its established criteria may be called to interview. The City Selection Committee will evaluate the proposals against the criteria outlined in the RFP. After the evaluation and the interviews, the Committee will recommend to the City Council that the City enter into contract negotiations with the Construction Manager at

Risk to achieve the highest score. The selected Construction Manager at Risk will be required to enter into a contract that contains the terms and conditions outlined in the attachments released with the RFP.

Interviews

After review of all Qualifications Submittals, the City may require interviews on strictly a case-by-case basis for specific respondents in order to help determine the short list of consultants who will be offered the opportunity to respond to the RFP. Firms should be prepared to discuss and substantiate any of the areas of the RFQ they have submitted, their own qualifications for the services required, and any other area of interest relative to their Qualifications Proposal.

Once the short-listed firms are selected, the short-listed firms will be sent a Request for Proposal (RFP) for Construction Manager at Risk services. All firms that respond to the RFP will submit their responses to the City and be called to interview.