



**RFP 01-25: Construction Manager at Risk Services Based on
a Guaranteed Maximum Price – Bonding Infrastructure
Upgrades**

Duluth, MN Project

April 8, 2025

Submit notifications, questions, and proposals electronically to:
Andi Simon at Andi.Simon@AvisonYoung.com

1. Project Description

Duluth Entertainment Convention Center (“the DECC”, “the Owner”) is planning to make infrastructure repairs and improvements to extend the life of the facilities for the next generation. Repairs are needed for asset preservation and will result in improved energy, efficiency, reduction of operational costs, and extend the life of the facility. The estimated value of construction is \$4,420,000.

The Duluth Entertainment Convention Center has received \$5 million in bonding from the State of MN for infrastructure improvements which includes the following scope:

- • Provide one (1) 2,000 Kva transformer serving the DECC Campus
- • Provide one (1) chiller/cooling system to condition the DECC Campus
- • Provide two (2) natural gas fired dehumidification air handling units for AMSOIL Arena

In December 2025, LHB, Inc. was awarded the Contract for design services for the Project. Part of the Construction Manager’s (the “CM”) scope of work will be to assist the Architect, in a predesign compacity, offering insight as to the constructability of the design, value engineering options, and other pertinent items as needed throughout the course of the design process.

Avison Young (“AY”) is providing owner’s representative services and will be assisting the DECC during this RFP and the entirety of services throughout the Project.

Project Design/Pricing Information

The following information is included in this RFP to be used as basis for pricing the GMP estimate.

- Exhibit A: Predesign Report, dated March 27, 2024
- Exhibit B: AIA A133-2017 – Modified Agreement
- Exhibit B1: AIA A133-2017, Exhibit A – Modified Agreement
- Exhibit B2: AIA A133-2017, Exhibit B – Insurance and Bonds
- Exhibit C: AIA A201-2017 General Conditions – Modified
- Exhibit D: Cost Proposal Fee GC Labor Rate

2. Project Team

The following firms have been engaged for this Project.

- Avison Young – Owner’s Representative
- LHB, Inc. – Architecture and Engineering Services
- C&M Construction Consultants – Construction Auditing

3. Anticipated Schedule

Owner would like to take occupancy as soon as possible. Below is a high-level schedule. All times are central time zone.

- Issue CM RFP: April 8, 2025 at 8:30 AM CDT
- Pre-proposal Meeting and Site Visit: April 17 at 9:00 AM CDT
 - o Location:
Duluth Entertainment Convention Center – Entrance D
(Top of Roundabout, inside the “D” doors)
350 Harbor Drive
Duluth, MN 55802
- Last Day for GC Questions: April 24, 2025 at NOON PM CDT
 - o Email questions to Andi Simon, at andi.simon@avisonyoung.com
 - o *See note at end of this section*
- Respond to Questions: April 29, 2025
- Proposals Due: May 6, 2025 at NOON CDT
 - o Email Response to Andi Simon, at andi.simon@avisonyoung.com
 - o Email must be timestamped by the time listed above.
 - o *See note at end of this section*
- Potential Short-List GCs: May 13, 2025
- Potential Interviews: May 27, 2025
- Award of Contract: May 29, 2025 – approval at board of directors meeting
- Commencement of CM Services: Immediate upon execution of contract

NOTE: In the event a Respondent is experiencing technical difficulties at the time of their submission, they must give notice, via email, to the recipient of the Electronic Submission prior to the Proposal Submission Deadline listed in the RFP. Late submissions may not be considered.

4. Scope of the Work:

Based upon the information set forth and contained in this RFP and its attachments, your proposal should include and address your ability to provide the following services.

- 4.1 Pre-Construction/Mobilization Phase – A/E and CM to work as an integrated and collaborative team
 - a. Advise the Project Team of material availability and concerns and identify any long lead items.
 - b. Advise Project Team of constructability during design

- c. Advise Project Team of any value engineering opportunities or materials substitutions suggested during the subcontractor bidding process.
- d. Perform scope pricing activities at critical junctures of the design process prior to establishment of the GMP. For purposes of this RFP, assume pricing activities at the end of Schematic Design, and the end of Design Development phases.
- e. Work with Owner and its representatives to review subcontractor bids and determine the GMP for overall project.
- f. Once approved, issue subcontractor agreements, to initiate purchase of materials and labor.
- g. If needed, assist Owner and the Project Team with questions from government agencies having jurisdiction over the project. Advise on the cost impact of the requirements if needed.

4.2 Construction Phase

- a. Develop, establish, and monitor a safety program for the project, in compliance with all applicable Federal, State, City and all agencies and organizations having jurisdiction.
- b. Attend weekly job progress and construction meetings to be conducted with the Project Team, and other such meetings as required.
- c. Provide a comprehensive project construction schedule for review and approval by Owner and the Project Team. Include submissions and submittal review times, procurement, and delivery of materials (particularly any long lead items) and any phased occupancy requirements. Provide bi-weekly schedule updates as necessary to keep up with developments. Milestone dates will be provided so that the General Contractor can incorporate the activities for Client contracted (specialty work) into the schedule.
- d. Fully coordinate the work of any outside vendors (Owner's subcontractors) as required to maintain the project schedule (e.g., telecommunications/data equipment and cabling contractors, audio-visual equipment installers, furniture installers, security system installers, etc.). Include coordination meetings and the issuance of conference reports and schedules as required.
- e. Working with Architect, coordinate and make all submissions for permitting, as required by all agencies having jurisdiction over this Project. Receive original Architectural Documents from the Architect of Record and pay all fees associated with said permitting.
- f. Provide comprehensive coordination of all field activities as required. Hold weekly subcontractor meetings to resolve questions or discrepancies. Include owner vendors in the weekly subcontractor meetings as required.

- g. Conform fully to the provisions of the Contract Documents and applicable building rules and regulations and to the provisions of American Institute of Architects document A201-2017 and 133-2019, as modified by Owner.
- h. Become familiar with any existing/field conditions at the site. The CM and its subcontractors shall be responsible for all visible site/field conditions. The Owner shall not be charged for change orders which are the result of visible conditions which are not accounted for based on site inspections.
- i. Follow all instructions as outlined by the Owner, which will be provided in writing the successful Respondent.
- j. Provide, coordinate, and supervise all Work for the Project. Verify that materials furnished and the work performed meet all plans, specifications and applicable code and regulatory requirements.
- k. Fully coordinate all aspects of construction depicted on the MEP, structural, site and architectural plans, ensuring that work proceeds in proper sequence and in accordance with the schedule; ensure complete review of architectural and engineering plans and specifications by subcontractors to eliminate conflicts and discrepancies.
- l. Coordinate and review for compliance all shop drawings and items submitted by subcontractors prior to submission to the Architect. Establish and maintain a complete file of all approved submittals, shop drawings and finish samples at the job site.
- m. Coordinate as required with building life-safety and security contractors or vendors to facilitate installation and testing as necessary for construction of the Project.
- n. Submit plans to governmental agencies as required for approval, and provide follow-up as necessary to receive permits, obtain inspections, and secure certificates of occupancy as required by the Project Schedule.
- o. Provide comprehensive coordination of all field activities as required. Develop and implement a quality control system for all CM and subcontractor activities.
- p. Coordinate and expedite as necessary, construction field inspections. Maintain current and accurate information throughout the course of construction to issue, monitor status of, and cause to be resolved, all Requests for Information, Submittals, and Change Requests.
- q. Maintain an "open book" level of Project accounting reflective of the Cost-Plus nature of the contract for Construction; provide to Owner, in a format acceptable to Owner, complete and accurate information in relation to the Cost of the Work,. Comply with the processes and procedures for pay applications, contingency usage, and change orders provided by the Owner's Project Team.
- r. Fully close-out the project. Close-out documentation to include as-built drawings for all subcontractor trades in AutoCad or Revitt electronic format, warranties, and operation manuals, employee training as requested by Owner, etc.

4.3 Accounting & Cost Control Systems

- a. Prepare separate schedule of values for each specific scope of work awarded, with each area of work being separate, and each subcontractor within each area of work being given its own line. See example provided via attachment to this RFP.
- b. Recommend to Owner any default action that may become necessary and determine the amount due.
- c. Review all changes proposed by Owner and/or the Project Team and make recommendations regarding their practicality, cost and impact on the schedule.
- d. Receive and review all change order requests from subcontractors and prepare independent takeoffs to evaluate each subcontractor request.
- e. Owner must approve each change order in writing prior to proceeding with the work.
- f. Submit monthly applications for payment based on agreed terms in AIA A133 and AIA 201, in the format provided by the Owner's Project Team, as referenced in Section 4.2.Q of this RFP.

4.4 Close-out and Post Construction Phase

- a. Coordinate the preparation of punch lists and ensure that all items are completed in a timely manner.
- b. Assist in the preparation of certificate(s) of substantial completion.
- c. Assemble all booklets containing all guarantees and warranties, as required, and deliver all such documents to Owner with your certifications of completion.
- d. Coordinate and expedite the preparation of subcontractor care and maintenance manuals and deliver all such manuals to Owner with your certifications of completion.
- e. Prior to issuance of final payment, coordinate any training required by Owner for operation and maintenance of equipment
- f. Receive and verify all releases of claims/liens required prior to issuance of final certificates of completion and payment to subcontractors.
- g. Make recommendations on the withholding of payments where deemed necessary, and determine the value of uncorrected work.
- h. Assemble all as-built drawings for the entire project including architectural and engineering drawings and forward to Owner in electronic AutoCad or Revit format.

5.0 Conditions and Requirements:

- 5.1 Complete Work: The contract for the work shall be based upon and shall include all work elements required to fully and completely construct and finish the work, governed by plans and specifications to be issued subsequently by the Project Team for final pricing and establishment of the contract amount, as well as any applicable requirements for contracts by public entities, for public improvements, or as required for projects receiving state grant and/or bonding funds.

5.2 Sub-Contractors:

- a. The CM is advised that bids for certain sub-contracted portions of the work shall be subject to prequalification and approval of selected subcontractors as may be identified by project team.
- b. The Owner reserves the right to make subcontractor selections based on criteria other than price.
- c. Subcontractors shall be advised that all drawings issued for these projects (architectural, engineering, etc.) and all construction notes contained therein are complimentary and what is required by one shall be binding. Any work shown or referred to on anyone drawing or set of drawings shall be provided as though shown or referred to on all drawings.

5.3 Contractors shall enforce all current state and local safety practices as well as any other safety procedures and practices deemed necessary by any and all governing agencies.

6.0 Direct Work:

- 6.1 Specifically identify labor, materials, or elements of the work to be completed by your own labor and excluded from the scope of sub-contracted work for each project. The bid shall include all assigned values for same.
- 6.2 Specify any general requirements that you included as part of the direct work for each project. Clearly identify general requirements vs. general conditions items. List all items included in these categories. Items not listed will be considered as part of the fee.
- 6.3 All trades will be competitively bid, including self-performed work, unless otherwise agreed.
- 6.4 CM must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:
 - a. Placing qualified socioeconomic firms on solicitation lists;
 - b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
 - d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6.5 The CM shall include in any subcontract the clauses set forth in the Contract Documents in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

7.0 Change Orders:

7.1 Specify the amount of your fees and general conditions markups (or any other costs) as they pertain to both additional and deductive change orders. General Conditional will not be automatically adjusted on account of Change Orders. Proposed changes to General Conditions costs due to Change Orders must be demonstrated by the Contractor and approved in advance by the Owner.

8.0 Change Orders:

8.1 Specify the amount of your fees and general conditions markups (or any other costs) as they pertain to both additional and deductive change orders. General Conditional will not be automatically adjusted on account of Change Orders. Proposed changes to General Conditions costs due to Change Orders must be demonstrated by the Contractor and approved in advance by the Owner.

9.0 Proposal Response Requirements

Please provide your electronic proposal response at the date and time listed in Section 3 of this RFP to Andi Simon at Andi.simon@avisonyoung.com.

9.0 Utilize the following Attachments to respond to this RFP. Any deviation from the format provided may cause the Proposal to be considered non-responsive. The Attachments are as follows:

- A. Company Overview and Executive Statement
- B. Signatory and Compliance
- C. Project Team and Staffing Matrix
- D. Preconstruction Work Plan
- E. List of Proposed Self-Performed Work
- F. Exclusions, exceptions, and voluntary alternates (for precon only)
- G. Company Experience and References

9.1 Responsible Contractor Requirement

Please provide as part of your response the applicable "verification of compliance" required under Minn. Stat. § 16C.285 subd. 4, as well the applicable subcontractor verifications required under Minn. Stat. § 16C.285 subd. 5, to the extent determinable. If the contract is awarded, the awardee will be expected to submit a supplemental verification as applicable in subd. 5.

10.0 Criteria for Evaluation and Award

10.1 The Attachments listed in Section 8 of this RFP will be evaluated as described in the heading of each Attachment. The weighted value of each Attachment will be set as follows:

Attachment	Title	Value
A	Company Overview and Executive Statement	Pass / Fail
B	Signatory and Compliance	10
C	Project Team, Staffing Matrix, and Price/Fee	15
D-1	Preconstruction Work Plan	20
D-2	Risk Assessment	Pass / Fail
E	List of Proposed Self-Performed Work	Pass / Fail
F	Assumptions, Exclusions, exceptions, and voluntary alternates	25
G	Company experience and references	30

10.2 The Attachments are intended to determine the applicant offering the “best value” for the project described in this RFP as required for the best value procurement method set forth in Minn. Stat. § 471.345 and Minn. Stat. § 16C.28, as applicable. These criteria are intended to be addressed through the responses contained in the Attachments and will be weighted in accordance with the table set forth above as such criteria correspond to the information sought in each Attachment as more specifically described in each attachment. Some criteria may not be weighted identified as Pass / Fail in the matrix above. The criteria labelled Pass / Fail, requires response. Failure to respond may cause disqualification.

Note: In assessing any criteria set forth above concerning the applicant’s performance on previous projects, Owner will not consider the exercise or assertion of any person’s legal rights as part of said performance.

11.0 General Information

11.1 This RFP does not obligate Owner to pay any costs that any Respondent incurs in the preparation of its proposal. All costs associated with the preparation of a proposal in response to this RFP will be born solely by the Respondent.

11.2 This RFP represents a definition of requirements. It is not an offer to contract. Only the execution of a written contract will obligate Owner according to the terms and conditions contained in such contract.

11.3 The Owner reserves the right to cancel, in whole or in part, this RFP.

Attachment A

Company Overview and Executive Summary

Use the textbox provided below to provide a brief company overview and an executive summary. (1 PAGE MAXIMUM)

This attachment is Pass / Fail. If no response is necessary, put NA.

Attachment B
Signatory and Compliance

Provide response to the items below. (1 PAGE MAXIMUM)

The maximum value for this is 10 based on completeness and alignment of response with the Owner's needs.

1. Does the Respondent acknowledge that they have NOT modified or re-formatted the RFP Attachments? Yes No

2. Will the Respondent sign the Contract referenced in this RFP? Yes No

3. Will the Respondent be able to provide an acceptable Certificate of Insurance and Payment and Performance Bonds that meets the DECC's requirements? Yes No

4. Does the Respondent understand and agree to meet the procurement requirements for this Project? Yes No

5. Can the Respondent meet the anticipated schedule listed in the RFP? Yes No

6. Can the Respondent enter a contract compliant with all applicable laws and regulations governing contracts applicable to Owner as a public entity and applicable to the grant and bonding requirements applicable to monies used to fund the project? Yes No

Respondent's Legal Name of Firm

Date of Submission

Respondent's Mailing Address

Name and Email of Respondent's Primary Contact (to whom all future communications regarding this Proposal will be sent)

Email Address of Respondent's Primary Contact

Phone Number of Respondent's Primary Contact

Name of Respondent's Authorized Signee (to whom all future Contract documents will be sent)

Attachment C

Project Team, Staffing Matrix, and Price/Fee

Use the Excel File labeled Exhibit C for this portion of the Response.

This portion is worth 15 points.

Attachment D-1

Preconstruction Work Plan

Provide a detailed work plan for the Preconstruction Phase of the Project. (2 PAGE MAXIMUM)

This portion is worth 20 Points.

**Attachment D-2
Risk Assessment**

Provide a list of risks you foresee that have not been specifically mentioned in this RFP.
(1 PAGE MAXIMUM)

This attachment is Pass / Fail. If no response is necessary, put NA.

Attachment E

List of Proposed Self-Performed Work

Provide a list of scopes of work that your firm would like to self-perform. (1 PAGE MAXIMUM)

This attachment is Pass / Fail. If no response is necessary, put NA.

Attachment F

Assumptions, Exclusions, Exceptions, and Voluntary Alternates

Provide a list of assumptions, exclusions, exceptions, and voluntary alternates made when creating this response. (2 PAGE MAXIMUM)

This portion is worth 25 points.

Attachment G

Company Experience and References

Provide detail on 3 similar projects that have been completed within the last 7 years, including which team members worked on the project, and contact information for the reference.

(1 PAGE PER PROJECT)

This portion is worth 30 points.