

## **CITY OF MEMPHIS**

# **REQUEST FOR PROPOSAL**

**#71598** 

# CONSTRUCTION MANAGER AT RISK FOR WHITEHAVEN PLAZA, RALEIGH TOWN CENTER AND HOLLYWOOD-HYDE PARK PROJECTS

Addendum One (1)

**Clarifications** 

## **Pre-Submission Meeting Sign-in Sheet**



Whitehaven Plaza, Raleigh Town Center, and Hollywood-Hyde Park Projects
PRE-CONSTRUCTION MEETING
SIGN-IN SHEET
April 28, 2022, 1:00 p.m.
Memphis City Hall
Conference Room 4
125 N. Main Street Memphis, TN 38103

0

	NAME (PRINT)	COMPANY	PHONE NO.	EMAIL
1.	CARGY WARD	ZELLNEN	901-794-1100	CWARD DZIECENER CONSTRUCTION.
2.	Jesse Zelher	Zelher	901 - 794-1100	jellner@zellnerconstruction.com
3.	Reput Caclin	Alle re Hort. 11	101-409-8612	reachealaller Motallican
4.	Alex Gizy	B+B Specialty	201-682-0581	agray@ Band & Specton
5.	Brusen Hernigton	MMC	9013408882	bherringtone mentgerrey metro con
5.	Marissa Masin	Allené Hoshall	901857-9911	mnowling allenhoshall for
7.				
3.				
0.				
-				

The following sections of RFP #71598 have been revised to provide clarification pertaining to CMAR eligibility and work requirements.

#### Revision of RFP Section 2.1 - Phase Overviews: Construction Phase

4. Physical Construction: The CMAR will ensure all supervision, labor, materials, construction equipment, tools and supplies which are necessary to complete the work in accordance with the Contract Documents are in place. The CMAR shall work with the designer and the City to identify an appropriate laydown area large enough to accommodate the required onsite construction trailer as needed. The City will fund the cost of any construction easements and/or utility connections required for the laydown area. Onsite construction trailers will not be required for these projects but will be considered as an add on if the City determines trailers to be necessary.

#### **Revision of RFP Section 3 - Proposal Response**

This Section describes the contents of Proposer's Proposal and provides an outline of how the Proposer should organize it. Proposer's Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as the additional instructions provided in Section 4.6 regarding the required Proposal formats and submission process. *Additionally, the Proposer's must have and include evidence of a current BC, HC, HRA, and/or MU contracting license with the State of Tennessee to propose on this work.* 

### **Revision of RFP Exhibit 7 – Evaluation Criteria**

Section 3.1: Cover Letter – submitted in accordance with minimum requirements Yes No
Section 3.2: Non-Collusion Affidavit (Exhibit 3) – submitted & properly executed Yes No
Section 3.3: Criminal & Civil Proceedings Disclosure (Exhibit 4) – submitted Yes No
Section 3.4: Executive Summary – submitted in accordance with minimum requirements Yes No
Section 3.9: EBO Statement – submitted in accordance with minimum requirements Yes No

Evaluation	Questions/Areas of Evaluation within Categories	Points per Question	Points per Section
Category			
Qualifications			25
Section 3.5	Employee professional registrations &	5	
	certifications		
Section 3.5	Employee experience and skill level	15	
Section 3.5	Experience with public infrastructure	5	
	improvements		
Relevant Experie	nce and Track Record		
Section 3.6	Customer references ( <i>min of</i> 3)	9	
Section 3.6	Similar projects delivered on time & budget (5	16	
	<i>min</i> )		
Proposed Projec		25	
Section 3.7	Detailed description of the project team's	10	
	capability to provide CMAR services with a GMP,		
	particularly infrastructure improvements for		
	public organizations or governments		
Section 3.7	Approach to schedule & phasing	5	
Section 3.7	Detailed description of processes to be utilized	5	
	during pre-construction & sample cost estimate		
Section 3.7	Detailed description of types & qualifications of	5	
	the trade work for the project and the manner		
	that trade contractor bids will be solicited and		
	awarded		
Pricing	Vendor provides a cost-effective and competitive		25
Section 3.8/	pricing for pre-construction phase fee,		
Exhibit 5	construction phase fee, and general conditions		
	amount		
TOTAL POSSIBLE	POINTS		100

#### **Revision of RFP Exhibit 5 - Price Form**

Please complete the following form and include with the Proposal as item 10.

Having carefully examined all the requirements of this RFP, and any attachments and addenda, the undersigned proposes to furnish the Construction Manager-at-Risk services as required for this Project on the following terms:

**Establishment of the Construction Manager-at-Risk's Budget Limitation (CMBL):** The City of Memphis has established a CMBL amount of *\$10,239,957* which includes the pre-construction phase fee, owner's contingency, and the construction services to be provided under the GMP proposals.

1a. Total Construction Manager-at-Risk's Budget Limitation (CMBL)	\$10,239,957	
2a. Owner's Construction Contingency	Included in Total CMBL	
1b. Proposer's Pre-Construction Phase Fee (PCPF):  Proposer's Pre-Construction Phase Fee	\$	
<b>2b.</b> Proposer's Construction Cost Limitation (CCL) (CMBL on line 1a, minus the PCPF on Line 1b)	\$	
1c. Proposer's Construction Phase Fee: Using the CCL identified in Line 2b, the Proposer shall identify a Construction Phase Fee Percentage	%	
2c. Proposer's Estimated Construction Phase Fee (CPF) Amount (Percentage on Line 1c times CCL in Line 2b)	\$	
1d. Proposer's General Conditions Percentage: Using the CCL identified on Line 2b, the Proposer shall identify a General Conditions Fee Percentage	%	
2d. Proposer's Estimated General Conditions Amount (GCA) (Percentage on Line 1d times CCL in Line 2b)	\$	

#### Revision of RFP Exhibit 8 - Example Contract section 2.3.1.1

The Construction Manager shall maintain a competent full-time staff to complete the Project, including: (a) a Project Manager to oversee the entire scope of work, and (b) a Project Superintendent onsite to oversee the work while being performed, to supervise and ensure that the Work and progress of the Trade Contractors is in full compliance with the Plans and Specifications and Substantial Completion Date set forth in this Agreement. An organizational chart for the services, job site and home office staffing reflecting the manpower plan of the Construction Manager during both the PreConstruction and Construction Phases of the Project and is attached hereto as Exhibit "D" and incorporated herein by reference.

Any individual depicted on Exhibit "D" shall be changed upon written request of the Owner at no additional cost to the Owner. No individual depicted on Exhibit "D" shall be changed by the Construction Manager without the written consent of the Owner unless said individual ceases to be in the employ of the Construction Manager. The Project Manager depicted on Exhibit "D" shall be vested with full authority to make decisions on behalf of the Construction Manager and all directions given to the Project Manager by the Owner or its Representative shall be binding upon the Construction Manager. The Project Manager shall devote his full time to the Work from the date of the Notice to Proceed for the Construction Phase until the date Substantial Completion is made hereunder. He shall direct, coordinate and supervise all Work, and ensure that all materials delivered to the site of the Work are inspected to ascertain whether or not they comply with the requirements of the Contract Documents, and reject all non-conforming materials or workmanship