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**Sarah Mildred Long Bridge Replacement : Request for Proposals
for Construction Manager/General Contractor, October 19, 2012,
Amended November 12, 2012**

Maine Department of Transportation

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**MAINE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)
PRECONSTRUCTION SERVICES
FOR THE
SARAH MILDRED LONG BRIDGE REPLACEMENT
WIN 16710.00**

DATE OF REQUEST FOR PROPOSALS (RFP) POSTING: October 19, 2012

AMENDMENT #1 – NOVEMBER 12, 2012

I. INTRODUCTION AND PROJECT DESCRIPTION

A. PROJECT DESCRIPTION

The Maine Department of Transportation (MaineDOT), in cooperation with the State of New Hampshire, is seeking Technical, CM/GC Fee Percentage and CM/GC Preconstruction Price Proposals for Construction Manager/General Contractor (CM/GC) Preconstruction Services for the Sarah Mildred Long Bridge replacement project (Project), located on US Route 1 Bypass between Kittery, ME, and Portsmouth, NH. The Sarah Mildred Long Bridge is designated by MaineDOT as Bridge Number 3641 and by NHDOT as Portsmouth Bridge Number 251/108.

The Sarah Mildred Long Bridge is a steel vertical lift bridge with deck truss, roadway, rail, and approaches having a total bridge length of about 2,800 feet. Completed in 1940, it provides a critical link across the Piscataqua River between Kittery, Maine and Portsmouth New Hampshire. The bridge serves as a vital back-up route in the event of a disruption of service on Interstate 95, services heavy truck transit to and from the commercial service stations along the US 1 Bypass, and includes a rail line used to transport heavy freight to the Portsmouth Naval Shipyard, which employs approximately 4,200 workers. The bridge has experienced structural deterioration reducing its life expectancy to four to six years for vehicle traffic. It is currently posted for 20 tons, and therefore cannot service 100,000 pound vehicles using I-95.

The main components of this Project include:

- Design and construction of a one or two deck lift bridge or an approved alternate structure type
- Design and construction of approach structures
- Design and construction of approach roads and intersections

- Removal of the existing structures
- Avoidance and minimization of Project impacts

MaineDOT intends to issue a separate RFP for Independent Cost Estimator (ICE) services. The ICE will assist the MaineDOT by providing independent estimates of construction costs throughout the project. Any firm selected for the CM/GC role shall not be eligible for the ICE contract either in a prime or subcontractor role.

A substantial number of studies and other Project information has been gathered and developed for the Project. Proposers need to be familiar with the available information which can be viewed or downloaded at: <http://www.maine.gov/mdot/sml/index.shtml>.

MaineDOT and New Hampshire DOT have not yet secured funding for the construction phase of this project. While the States anticipate obtaining funding to allow the construction to proceed according to the schedule herein, there is no guarantee funding will be available for the project to proceed beyond the preconstruction stage.

B. CM/GC INTRODUCTION

Construction Manager/General Contractor (CM/GC) is a contracting method that involves contracting with a firm (Contractor) to provide constructability and other services during the design phase of the Project. During this preconstruction phase, the Contractor performs a Construction Manager role. Once the preconstruction phase of the project reaches the appropriate stage, the Contractor is given an opportunity to provide a proposed cost to construct the project. The Owner and Contractor then attempt to negotiate an agreed upon price, and if agreement is reached, the Contractor becomes the General Contractor for the construction phase of the project. If the Owner and Contractor fail to reach agreement on price, the Owner may select a different General Contractor procurement method, such as public bidding. This RFP uses the term "Contractor" when indicating the construction firm that will provide preconstruction services as Construction Manager and that may become the General Contractor if a construction contract can be successfully negotiated.

The intent is to form a partnership with MaineDOT, NHDOT, the Design Consultant, and the Contractor.

The goals of this partnership are to mitigate risk, improve the construction schedule, streamline the design process, improve overall quality, and develop a Project that adheres to the budget. An important role of the Contractor is to evaluate the constructability of the design concepts to reduce risks and costs in all phases with innovative approaches to meet budget goals. We anticipate the involvement of the Contractor will help minimize design elements that unnecessarily increase cost and improve the overall constructability of the Project.

The Integrated Project Team (MaineDOT, **NHDOT**, Design Consultant, and the Contractor) will collaborate to deliver the Project in less time, at a lower total cost, and meet the Project goals. The Project Team offers:

- Expertise in design, constructability, and project phasing.
- The skills and knowledge to estimate the quantities of materials, labor, and equipment needed for construction.
- The skills and knowledge to determine the tasks (work breakdown structure) needed to complete the Project and estimate the costs, duration, and sequence of these tasks.
- An understanding of the availability, cost, and capacities of materials, labor, and equipment.
- The skills and knowledge to identify potential risks (including financial risks) and methods to mitigate them during the design process.
- A Contractor provided model for estimating construction costs.

During the design process the Contractor works with the Design Consultant and the MaineDOT Project Management Team to:

- Implement the risk management strategy and provide input into the development and monitoring of a Risk/Opportunity Register.
- Participate in risk assessment and mitigation workshops.
- Lead the development of an open cost model for the Engineer's Estimator and Independent Cost Estimator (ICE) so that assumptions, contingency, and approach to the estimate are similar.
- Provide for open-book examination of an open cost model by MaineDOT, the Independent Cost Estimator, and the Design Consultant.
- Continually update, at the 30%, 50%, and 80% design submissions, a project estimate and construction schedule.
- Integrate Disadvantaged Business Enterprises (DBEs) in the Project as required during the CM/GC pre-construction services.
- Develop and update a Subcontracting Plan to integrate subcontractors, including DBEs, in the construction phases.
- Participate in formal reviews of each design PS&E package at the 30%, 50%, and 80% design submissions.
- Provide progressively refined Construction Cost Estimates at the 30%, 50%, and 80% design submissions.
- Continually provide informal input on constructability, value engineering, and cost as requested.

- Prepare Construction Bid Price Proposals for MaineDOT with appropriate backup documentation for all construction, early work, and procurement PS&E packages.
- Develop, propose, and track innovations for project construction.

If the Contractor is awarded the fixed-price construction contract, their role will be to construct the Project within the Construction Bid Price Proposal and propose solutions that will help achieve the goal of staying within the budget. If the MaineDOT and the Contractor cannot reach agreement on a fixed-price construction contract, MaineDOT retains the option to cancel the Project, reduce the scope, or deliver the Project by other methods. If the Project is publicly advertised for bids, the Contractor will be allowed to submit a bid for the Project.

Early procurement or construction work may be considered for acquisition of long lead items or to complete early construction tasks that can be completed and turned over to another Contractor, should negotiations for final construction cease. Early construction work may be performed by the Contractor with the understanding that work on early phases does not a guarantee the Contractor will receive a contract for the remaining phases. Early phases will be independent and severable from the final construction package, with a well-defined end point. Construction will not begin until a Construction Bid Price Proposal has been accepted for a substantially complete Plans, Specifications, and Estimate (PS&E) package.

The CM/GC process is further described in Appendix A.

II. PROJECT GOALS

This Project is intended:

- To facilitate and foster collaboration, communication, and partnership with all members of the Project Team and stakeholders.
- To encourage innovation.
- To deliver a cost effective Project.
- To produce a high quality, aesthetic, durable, and maintainable Project.
- To deliver a high quality reliable movable span.
- To successfully deploy the CM/GC delivery method on a MaineDOT project.
- To minimize impacts to roadway, railway, and maritime traffic, local business, and communities during construction
- To generate local community pride in the finished product.

III. PRELIMINARY PROJECT SCHEDULE (Key Milestones)

MILESTONE	DATE
Preliminary Design Complete	June 2013
Plan Impacts Complete	September 2013
USCG Permit Application Complete	September 2013
NEPA Process Complete	March 2014
Final PS&E Complete	September 2014
Project Advertised for Bids (if necessary)	October 2014
Construction Begin	Spring 2015
Bridge Opened to Traffic	November 2017
Construction Complete	Spring 2018

IV. PROCUREMENT SCHEDULE

MILESTONE	DATE
CM/GC RFP Issued	October 19, 2012
Deadline for Proposers to Submit Requests for Clarification on the RFP	November 9 16, 2012 at 2:00 PM EDT
Responses to Requests for Clarification on RFP Issued	November 21, 2012
Deadline for Proposers to Submit Technical, CM/GC Fee, and CM/GC Preconstruction Price Proposals	November 29 December 7, 2012 at 2:00 PM EDT
Interviews Completed	January 4 11, 2013
Contractor Selected	January 4 11, 2013
Preconstruction Services Contract Negotiated	January-February 2013

V. COMMUNICATIONS IN REFERENCE TO THIS RFP

Any communication in reference to this RFP shall be in writing via fax or email and directed to the attention of:

Name: George M.A. MacDougall, P.E.
Title: Contracts and Specifications Engineer
Fax: 207-624-3431
Email: George.MacDougall@maine.gov

VI. PROPOSAL SUBMITTAL REQUIREMENTS

A. TECHNICAL PROPOSAL: The Technical Proposal, which should be organized as closely as practicable to the format and sequence indicated in these instructions, shall be submitted as outlined below:

- 1. Page Requirements:** Page size shall be 8.5" x 11" ~~only~~, and limited to a maximum of ~~twenty-four (24)~~ ~~thirty-four (34)~~ one-sided or ~~twelve (12)~~

seventeen (17) two-sided sheets with one inch (1”) minimum margins, excluding cover letters, table of contents, and résumés. Cover letters shall be limited to two (2) one-sided sheets or one (1) two-sided sheet. No other appendices will be allowed or considered in the Technical Proposal rating. 11” x 17” pages may be used for charts and tables, and each 11” x 17” page used will count as two one-sided sheets or four two-sided sheets.

2. **Font Type and Size:** The Technical, CM/GC Fee Percentage, and CM/GC Preconstruction Price Proposals shall use size 12 Arial or Times New Roman font.
3. **Format and Number of Proposal Submittals:** The submittal shall consist of ten (10) hard copies, each bound in a three-ring binder, and one (1) electronic copy of the Technical Proposal. Electronic format shall be submitted via DVD, CD, or flash drive only in PDF file format.
4. **Technical Proposal Organization:** The contents of the Technical Proposal shall be ordered as follows:
 - a. Cover Letter
 - b. Table of Contents
 - c. Body of Technical Proposal
 - d. Appendix A – insurance and bonding requirements as per RFP Section XIV.A.3
 - e. Appendix B – partnership, corporate, and other documents as per RFP Section XIV.A.2
 - f. Appendix C – résumés as per RFP Section XIV.B.1.e-f

No facsimile, email, or other web-based type submittals for the Technical Proposal are allowed.

- B. **CM/GC FEE PERCENTAGE PROPOSAL:** The submittal shall consist of one (1) copy of the CM/GC Fee Percentage Proposal in a separately sealed envelope. CM/GC Fee Percentage Proposals may be submitted in electronic or hard copy format. Electronic format shall be submitted via DVD, CD, or flash drive only in PDF file format. The separately sealed envelope shall be clearly marked as follows:

Proposer's Name
CM/GC Fee Percentage Proposal
Sarah Mildred Long Bridge Project

No facsimile, email, or other web-based type submittals for the CM/GC Fee Percentage Proposal are allowed.

- C. CM/GC PRECONSTRUCTION PRICE PROPOSAL:** The submittal shall consist of one (1) copy of the CM/GC Preconstruction Price Proposal in a separately sealed envelope. CM/GC Preconstruction Price Proposals may be submitted in electronic or hard copy format. Electronic format shall be submitted via DVD, CD, or flash drive only in PDF file format. The separately sealed envelope shall be clearly marked as follows:

Proposer's Name
CM/GC Preconstruction Price Proposal
Sarah Mildred Long Bridge Project

No facsimile, email, or other web-based type submittals for the CM/GC Preconstruction Price Proposal are allowed.

- D. TIME AND LOCATION OF SUBMISSION:** Technical and Price Proposals shall be delivered to MaineDOT's receptionist or mailroom prior to the time and date specified in Section IV. The address for U.S. mail, hand, overnight, or courier delivery is:

Maine Department of Transportation
ATTN: George M. A. Macdougall, P.E.
16 State House Station
24 Child Street
Augusta, ME 04333-0016

- E. LATE PROPOSALS:** Any Proposal, portion of a Proposal, or un-requested Proposal revision received at MaineDOT after the time and date specified in Section IV of this RFP **will not** be accepted.

VII. MATERIALS AND INFORMATION SUPPLIED BY MaineDOT

- A.** The following items are available for downloading at MaineDOT's project website at <http://www.maine.gov/mdot/smlbridge/index.htm>.
1. Utility listing with contact information
 2. MaineDOT team member listing with contact information
 3. Existing bridge plans
 4. In-Depth Inspection and Condition Report for the Sarah Mildred Long Bridge over the Piscataqua River, dated December 2009
 5. Bridge Rating Report, dated December 2009
 6. Sarah Mildred Long Bridge – Construction Cost Estimates for Bridge Rehabilitation and Bridge Replacement Report, dated December 3, 2010

7. Approach Span Interim Inspection Reports, dated 2010
8. Maine-New Hampshire Connections Study, Summary Report on Historic Resources, dated 2010
9. Final Report - Maine-New Hampshire Connections Study, dated January 31, 2011, located at <http://www.maine.gov/mdot/planningdocs/menhbridges/index.htm>
10. In-Depth Inspection and Condition Report for the Sarah Mildred Long Bridge over the Piscataqua River, dated December 2009
11. Inspection Report for Sarah Mildred Long Bridge over Piscataqua River, dated December 30, 2011
12. Load Rating of Truss Spans for Rail Traffic memo, dated December 30, 2011, including supporting calculations
13. Bridge Life Cycle Cost Analysis for Sarah Mildred Long Bridge (draft), dated April 20, 2012
14. Bridge Replacement Options for Sarah Mildred Long Bridge (draft), dated March 16, 2012, including CADD drawings for plans included in report
15. Draft geotechnical boring information
16. Plans and specifications for emergency barrier installation on the Sarah Mildred Long Bridge located at http://www.maine.gov/tools/whatsnew/index.php?topic=DOT_projects&id=377454&v=full-archive

B. The following items will be supplied at a later date when they become available.

1. Survey base plan
2. Wetlands and Natural Resource data
3. Information on potential hazardous waste or contamination in the project area

VIII. REQUESTS FOR CLARIFICATION/ADDITIONAL INFORMATION AND RFP AMENDMENTS

During the Proposal preparation period, all requests for clarification and/or additional information shall be submitted in writing via e-mail to George.MacDougall@maine.gov or by fax to 207-624-3431, no later than the date and time specified in Section IV. Late requests for clarification will not be accepted.

These requests for clarification and/or additional information shall be marked as follows:

SUBJECT: Clarification to RFP for CM/GC Preconstruction Services for the Sarah Mildred Long Bridge Replacement

When appropriate, responses to requests, as well as any MaineDOT-initiated changes, will be provided to all prospective Proposers as amendments to the RFP, and will be placed in writing on the MaineDOT website at <http://www.maine.gov/mdot/cpo/rfps/> and <http://www.maine.gov/mdot/sml/index.shtml> no later than the date specified in Section IV.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK THE REFERENCED WEBSITE FOR ANY NEW AMENDMENTS.

IX. GENERAL INFORMATION

- A. A copy of the Consultant General Conditions is available on the MaineDOT website at: <http://www.maine.gov/mdot/cpo/docs/general/consultant-general-conditions.pdf>.
- B. This RFP does not commit MaineDOT to pay any costs incurred by proposers for their costs or expenses associated with meeting the requirements of this RFP or otherwise pursuing the award of a contract for these services.

X. FIXED LIMIT OF CONSTRUCTION COST

The Fixed Limit of Construction Cost is the maximum allowable cost for the construction phase of the Project. This includes the CM/GC Fee, the actual cost of construction, mobilization, contingency, force accounts, and all direct costs that are associated with the construction of all elements of the work designed or specified by the Design Consultant. The CM/GC Fee is defined in **Section XIV**. The Fixed Limit of Construction Cost for this Project is \$150,000,000.

XI. LIMITS ON SUBCONTRACTING

If awarded the fixed price construction contract, the Contractor shall perform at least thirty percent (30%) of the value of the Work with its own work force, excluding any percentage performed by Disadvantaged Business Enterprises in satisfaction of specific Contract goals (if any).

XII. REQUIRED AVAILABILITY OF KEY PERSONNEL

Listed personnel in the Proposers Organization and Key Personnel Expertise section of the Proposal constitutes an agreement by the Proposer to make the personnel available to complete work on the contract at whatever level the Project requires. Modifications to the Proposer's Team or Key Individuals and other personnel listed in the Proposal will not be approved without justification. Examples of possible justification include death of a team member, changes in employment status, bankruptcy, inability to perform,

organizational conflict of interest, or other such significant cause. In order to secure MaineDOT’s approval prior to the award of the contract, a written request shall be forwarded to the person and address as shown in the **Section V** of this RFP. The request shall include:

1. The nature of the desired change,
2. The reason for the desired change, and
3. A statement of how the desired change will meet the required qualifications for the position/responsibility.

No such modification will be made without prior MaineDOT approval.

XIII. PROPOSAL EVALUATION, SELECTION, AND AWARD

A. MaineDOT Selection Panel

A Selection Panel of five to ten members will be appointed by the MaineDOT Chief Engineer. The Selection Panel may consist of MaineDOT employees, NHDOT employees, and employees of other state DOTs.

B. Independent Oversight

MaineDOT will assign a person independent of the Selection Panel for the purpose of observing and certifying that the procedures outlined herein have been followed.

C. Qualitative Assessment Guidelines

Qualitative Score Percentage	Qualitative Assessment Description
90-100%	The Proposer demonstrates a complete understanding of the subject and an approach that significantly exceeds the stated requirements and objectives of this Project. The Proposer communicates an outstanding level of quality. The Proposer's qualifications are exceptional.
70-89%	The Proposer demonstrates a strong understanding of the subject and an approach that meets the stated requirements and objectives of this Project. The Proposer communicates a high level of quality. The Proposer's qualifications are above average.
40-69%	The Proposer demonstrates a general understanding of the subject and an approach containing some weaknesses/deficiencies regarding the stated requirements and objectives of this Project. The Proposer communicates an average level of quality. The Proposer's qualifications are adequate.
20-39%	The Proposer demonstrates a vague understanding of the subject and an approach containing significant weaknesses/deficiencies regarding

	the stated requirements and objectives of this Project. The Proposer communicates a below-average level of quality. The Proposer's qualifications raise questions about the Proposer's ability to successfully complete the work.
0-19%	The Proposer demonstrates insufficient understanding of the subject and an approach that fails to meet the stated requirements and objectives of this Project. The Proposer communicates a low level of quality. The Proposer's qualifications do not indicate the likelihood that the work will be completed successfully.

D. Evaluation Process.

All Proposals received will be reviewed according to the responsiveness requirements listed in Section XIV-A.

The Selection Panel members will receive copies of all responsive proposals. Each member will review the proposals independently based on the specified evaluation criteria. Selection Panel members will be given a minimum seven calendar days for independent review of the proposals.

Interviews will be scheduled with each responsive proposer with a short presentation and a set of specific questions, along with follow up questions based on the proposers responses.

Following the interviews, the Selection Panel will meet to discuss the individual proposals. The discussion will identify and document the strengths and weaknesses in each evaluation criteria for each Proposer. Using the Qualitative Assessment Guidelines, the Selection Panel will develop a consensus score for each category for each proposer. The scores for each category will be added together to become the Technical Score.

Following the determination of final technical scores, the CM/GC Fee Percentage Proposals will be opened. The CM/GC Fee Percentage scores will be calculated according the formula specified in Section XIV-C. The Technical Score will be added to the CM/GC Fee Percentage score to become the final score.

TECHNICAL PROPOSAL	
CATEGORY	MAXIMUM POINTS AVAILABLE
Proposer's Organization and Key Personnel Expertise	25
Proposer's Past Performance and Experience	25
Project Approach	15
CM/GC Process Approach	15
SUBTOTAL =	80
CM/GC FEE PERCENTAGE	

CATEGORY	MAXIMUM POINTS AVAILABLE
CM/GC Fee Percentage	20
TOTAL =	100

After final scores are computed, the highest rated Proposer and MaineDOT will schedule a negotiation session to agree on estimated work hours and costs of the scope of work for preconstruction CM/GC services. If costs cannot be agreed to, MaineDOT reserves the right to negotiate with the next highest ranked Proposer.

The successful Proposer will be awarded a contract for the scope of work detailed in **Appendix B** for preconstruction CM/GC services. Award of contract will be contingent on availability of key proposed Project Management Team staff.

XIV. PROPOSAL CONTENT AND EVALUATION CRITERIA

A. RESPONSIVENESS CRITERIA FOR TECHNICAL PROPOSAL: Ability to Enter into a Legally Binding Contractual Relationship with MaineDOT – PASS/FAIL

If the Proposer is notified that any of the required information in this Section is missing or inaccurate, the Proposer shall submit the requested information to MaineDOT within 24 hours. If a Proposer fails to meet the requirements of this Section, then that Proposal will be deemed non-responsive and removed from further consideration.

1. Submit with the Technical Proposal, up to a two page cover letter indicating the Proposers desire to be considered for the Project. This letter shall include:
 - a. Names and Roles of all Principal Participants, the Project Principal, the Project Manager, and the Construction Manager
 - b. A single point of contact for the Proposer with address, phone number, fax number, and E-mail address where all communications from MaineDOT will be addressed.
 - c. A statement declaring that to the best of the Proposers knowledge and belief that all information contained in the Proposal is true and accurate.
 - d. A statement referencing and acknowledging each amendment to this RFP and all responses to questions received on this RFP.
 - e. An affirmative declaration and acknowledgement that the Proposer is prohibited from receiving any advice or discussing any aspect related to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest. The declaration and

acknowledgement shall also include agreement that if an organizational conflict of interest exists or is discovered at any time, the Proposer shall make an immediate and full written disclosure to MaineDOT that includes a description of the action the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict exists, MaineDOT may at its sole discretion terminate the Project or CM/GC process at any point.

2. Submit in **Appendix B** the Proposer's partnership agreement, corporate articles of incorporation and bylaws, or other organizational documents evidencing authority of the Proposer to engage in the type of business activities contemplated by the Contract to be awarded, submit its Proposal, and to enter into the Contract to be awarded.
3. The Proposer must have bonding capacity of at least the bid amount for a single contract. The Proposer must provide evidence of its ability to be bonded for a single contract in the amount of at least \$150,000,000. Evidence of this single contract bonding capacity (Bid, Performance, and Payment Bonds) may be in the form of either a letter from the Proposer's Surety Company indicating a single contract bonding capacity in excess of the required amount or a copy of a performance and payment bond issued within the past twelve months, in the amount of at least the required amount for any single contract of said entity. The Surety Company must be licensed to conduct business in Maine, have filed the required financial documents with the State of Maine Bureau of Insurance, and have an A.M. Best rating of A - 10 (A minus 10) or better. Evidence of the ability to provide the above insurance and bonding shall be attached as Appendix A.

B. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

1. Proposer's Organization and Key Personnel Expertise - 25 Points

- a. Provide an organizational chart showing the structure of the Proposer's organization. The chart must show the functional structure of the organization and must identify Key Personnel by name and position. Indicate the anticipated location of each Key Person from which they will work during both the preconstruction phase and construction phase of the Project
- b. Provide a description of the composition of your project management team. If your team is a partnership or joint venture, indicate specific responsibilities of each member and firm.
- c. Provide job descriptions, responsibilities, and authority for each working title. Identify the following Key Personnel:
 - i. Project Manager - This individual is responsible for the overall management and coordination of the project. The Project Manager is

expected to be involved in all preconstruction and construction services and is the main point of contact to the Project Team.

- ii. **Construction Manager** - This individual is primarily responsible for planning and execution of construction work in the field. The Construction Manager is expected to provide input on constructability, cost, and risk during the preconstruction phase.
 - iii. **Construction Engineer** - This individual is responsible for engineering support of the construction operations, including but not limited to: layout, concrete form design, false work design, lifting plans, and erection plans. The Construction Engineer is expected to provide input on constructability and risk during the preconstruction phase.
 - iv. **Movable Bridge Specialist** - This individual provides expertise in the erection and assembly of movable bridge components, including the installation and setup of mechanical and electrical components. The Movable Bridge Specialist is expected to provide input on constructability, risk, cost, and reliability of the movable bridge during the preconstruction phase.
 - v. **Cost Estimator** - This individual is responsible for developing construction cost estimates at various preconstruction stages. The Cost Estimator is expected to provide input on price and risk during the preconstruction phase.
 - vi. **Scheduler** - This individual is responsible for creating, updating, and maintaining construction schedules at various preconstruction stages as well as during construction.
 - vii. Up to two additional individuals the Proposer considers as key to the success of the Project.
- d. For each of the Key Personnel, provide a narrative response to the following:
- i. Describe why the named individual was selected to fill this role for this Project.
 - ii. Describe the areas of expertise this individual will provide to the Project Team in either or both the Preconstruction and Construction phase of the Project.
 - iii. Describe what percentage of time the individual will be dedicated to this Project during the Preconstruction and Construction phase of the Project.

- iv. Describe where the individual will be headquartered during the Preconstruction and Construction phase of the Project and the percentage of time available to be on-site or in the State of Maine.
- v. Describe the individual's experience interacting and collaborating with design firms and/or owners on the development and construction of highway and/or bridge projects.
- e. Provide resumes for each of the Key Personnel in Appendix C. Resumes shall include the individual's education, work history, length of tenure with the Proposer, and relevant experience with similar projects. Resumes shall be limited to two (2) pages per person.
- f. As part of the resume, provide three references for each Key Person, with at least one reference coming from an Owner. References shall include current telephone numbers and email addresses.

2. Proposer's Past Performance and Experience - 25 Points

- a. Provide a narrative response for the Proposers' firm responding to **all** of the following (*if the Proposer is a partnership or a joint venture, provide responses for each partner or member*):
 - i. Describe the firm's resources and commitment to supporting and ensuring the success of this Project.
 - ii. Describe the firm's experience in construction and management of construction on Highway and Bridge projects with similar size, complexity and challenges as this Project.
 - ~~iii. Provide a description of the project(s) highlighting similarities in scope, schedule, delivery methods, value and the Firm's organizational structure utilized on the project(s).~~
 - iv. Describe the firm's experience with alternate project delivery methods, such as design-build, CM/GC, CM at Risk, etc.
- b. ~~v.~~ Select up to **a total of** five complete or substantially complete relevant projects **constructed by the Proposer**. **If the Proposer is a partnership or joint venture, all firms shall be represented by one or more of the five projects allowed.** ~~and p~~ Provide, at a minimum, the following:
 - The project/contract name, **including a description of the scope and how it is relevant to the Project**
 - Description of services provided

- Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders
- Organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract)
- Key assigned in-house staff (name and title)
- Subcontracts (service) used in the performance of the contract
- Schedule history (was the project completed on time?)
- Reference(s) for Owner and Design Consultants
- Claim history of the project.

3. Project Approach - 15 Points

- a. Provide a description of your team's planned approach to this Project. Describe each of the following:
 - i. Proposers understanding of the Project
 - ii. Include discussion of your firm's approach in providing successful construction services based on prior experience and how it applies to meeting the Project goals. Include specific examples of your firm's processes (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, cost savings, plan reviews, general conditions budgets, organizational structures, quality control, etc.).
 - iii. Propose a construction approach and sequence that optimizes value to the Project, with a realistic view of known constraints. Discuss factors that would affect schedule such as outside constraints, seasonal work, materials, equipment and labor availability, etc.
 - iv. Identify other Resources and Capabilities. Describe additional unique resources and capabilities that your company will bring to the Project and how these unique resources and capabilities will be beneficial in achieving the Project goals.
 - v. Discuss the potential Project challenges. Describe any Project challenges that are anticipated by your company and how you plan to mitigate the risk of these challenges.
 - vi. Discuss your approach to safety during the design and construction phases that will keep the traveling public and workers safe.

- vii. Discuss the importance of co-location of the Project Team based on the estimated construction cost, challenges during the design and construction phases, and communication requirements of the Project.
- b. Provide a subcontractor or supplier plan that describes your process for:
 - i. Identifying elements of work for subcontracting opportunities
 - ii. Soliciting reliable bids and providing equal opportunity in the selection process
 - iii. Bringing market competitive pricing into the Project
 - iv. Providing specialty subcontractor input in the design phase
 - c. In conjunction with your team's Project Approach, your team may have some innovative ideas that may or may not meet the requirements of the RFP that could increase the likelihood for success. Please discuss these further as follows:
 - i. Describe specific technical or production innovations related to design or construction that may further improve reaching Project goals.
 - ii. Describe impacts of the innovation(s) on time, cost, and quality.
 - iii. Describe the methods your team will utilize for development, tracking, and proposal of innovations to the Project Team.

4. CM/GC Process Approach - 15 Points

- a. Describe the process your firm will use to support the team in eliminating or reducing risk during the preconstruction and construction phases of the Project. Specifically address:
 - i. Describe how your firm will identify, price, and mitigate risk.
 - ii. Describe how your firm will communicate schedule and cost risk to the team.
- b. Preconstruction CM/GC Services are expected to be provided in a collaborative team environment. Describe how your firm will be engaged as a member of the Project team to:
 - i. Reduce errors and omissions
 - ii. Improve overall quality
 - iii. Reduce construction cost
 - iv. Advise the Project team on construction impacts of design alternatives

- v. Review in progress design documents and provide advice with respect to completeness, clarity, constructability
 - vi. Advise the team on feasibility, alternative materials/methods, and long lead material and equipment procurements.
- c. Describe the estimating process your firm will use to determine and communicate the cost of each work item and the cost of any associated risk. Specifically describe:
- i. How you will assist the owner and designer proactively manage the Project cost
 - ii. How your cost model will integrate with the MaineDOT bid item dictionary
 - iii. How you will communicate assumptions, risk, and innovations to the owner, designer, and independent cost estimator.
 - iv. An example of your approach to estimating an item of work with a cost based analysis that includes labor, equipment, and materials.
- d. Discuss your approach to developing and maintaining a construction schedule. Specifically address:
- i. How you will collaborate with the Project team to integrate and optimize the construction and design schedule.
 - ii. How your firm will recommend a strategy for division of the work including early procurement of long lead time items and early work packages.
 - iii. How you will monitor the Project schedule and recommend adjustments to ensure completion of the Project within the target completion date.

5. Interviews

An oral interview will be part of the Technical Proposal Evaluation. Interviews will be conducted after the Selection Panel has reviewed the Technical Proposals for a minimum of seven calendar days. **The interview will not be scored separately, but will be used by the Selection Panel as additional information in support of the consensus decisions to be made for the scores on the Technical Proposal evaluation categories.**

The structure of the oral interview will be as follows:

- 1. Presentation (30 Minutes):** Summarize the Technical Proposal and describe the Proposer's Innovative Ideas and Unique Resources. This is the part of the interview where the Proposer needs to communicate to the Selection Panel why it should be chosen. What strategies and abilities does the

Proposer bring to this CM/GC Project that makes it the best candidate? Limit the presentation to the most critical points of the Technical Proposal and focus on what your Team can bring to the table and why.

2. Question and Answer Session with the Selection Panel (90 Minutes):

The questions asked in this session will be standard questions for all Proposers, along with follow-up questions based on the presentation and responses. The interview ~~presentation and~~ question/answer ~~section scoring~~ will be based on the following criteria:

- ~~a. Project Understanding~~
- ~~b. Project Approach~~
- ~~c. Project Innovation~~
- ~~d. Firm and personnel experience, expertise and ability to build the best project~~
- ~~e. Understanding of CM/GC Delivery Method~~
- f. Proposer's Organization and Key Personnel Expertise
- g. Proposer's Past Performance and Experience
- h. Project Approach
- i. CM/GC Process Approach

C. EVALUATION CRITERIA FOR THE CM/GC FEE PERCENTAGE – 20 Points

Using Form PP-2 – CM/GC Fee Percentage Form - Proposers shall state their proposed CM/GC Fee, identified as a percentage and carried out to four (4) decimal points (e.g., 0.0000%) which will be applied to all Construction Phase Services. The CM/GC Fee Percentage will include all profit, general and administrative (“G&A”) costs, regional and home office overhead, and non-reimbursable costs identified in **Appendix C: Construction General Conditions**. The CM/GC Fee Percentage will be based on the estimated Fixed Limit of Construction Cost of **\$150,000,000**. The CM/GC Fee Percentage shall not change regardless of the final negotiated amount of the construction price proposal for any Construction Phase and will ~~not~~ be applied to long lead time procurement items (LLTP).

The CM/GC Fee Percentage breakdown shall show the breakdown of all components used in establishing the percentage. The intent of the CM/GC Fee Percentage is to define the cost for the Contractor to deliver the Project within a GMP. The CM/GC Fee Percentage shall exclude all Proposer costs for risk related to performance of the construction work. Risk will be priced into subcontracted amounts and negotiated into self-performed work, as part of the overall direct “Cost of the Work”.

The CM/GC Fee Percentage score will be determined by comparing each firm's sealed CM/GC Fee Percentage with the lowest CM/GC Fee Percentage being equivalent to the maximum score of 20 points. To score each price percentage, the Selection Panel will use the following example formula:

Scoring of the CM/GC Fee Percentage:

Example: Assume the lowest CM/GC Fee Percentage was 10%.

$$\text{FIRM A: } \frac{10\%}{10\%} \times 20 \text{ points} = 20 \text{ points}$$

$$\text{FIRM B: } \frac{10\%}{12.5\%} \times 20 \text{ points} = 16 \text{ points}$$

$$\text{FIRM C: } \frac{10\%}{15\%} \times 20 \text{ points} = 13 \text{ points}$$

D. CM/GC PRECONSTRUCTION PRICE PROPOSAL – PRECONSTRUCTION SERVICES – Not Scored

Using Form PP-1 – Preconstruction Phase Services Proposal, Proposers shall state their proposed hours and fully burdened hourly rates for the proposed Key Personnel. Form PP-1 shall be submitted in a separate, sealed package and will remain unopened until commencement of negotiations with the successful Proposer.

XV. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A.** MaineDOT has an annual DBE participation goal of 4%. MaineDOT encourages the use of DBE firms to accomplish that goal.
- B. GENERAL CONSIDERATIONS:** Because of the prospective use of federal funds, MaineDOT's Civil Rights Office may, at their option, participate in the committee meetings to advise and monitor Title VI (CRA 1964) and *Disadvantage Business Enterprise* (DBE) concerns. Selection criteria, including an *Affirmative Action Questionnaire*, schedule of meetings, reports, etc. will be made available to the affirmative officer who will evaluate the adequacy of the affirmative action.
- C. CERTIFIED DBE:** MaineDOT Certified Disadvantaged Business Enterprise (DBE) consultants are encouraged to apply as the prime consultant for this work. It is important that DBE Firms take advantage of this RFP to at least gain entry to the MaineDOT Prequalification List for transportation project-related services. Non-DBE Firms shall ensure that DBEs have the maximum opportunity to participate in the performance of any contract in accordance with MaineDOT current requirements for DBE utilization. Firms certified by another state's transportation agency must be certified by MaineDOT.

Current requirements may be found at the MaineDOT website “Certified Disadvantaged and Women Business Enterprise” directory, available at: <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php> or by contacting:

Maine Department of Transportation
ATTN: Sherry Tompkins
Civil Rights Office
16 State House Station
Augusta, ME 04333
Tel#: 207-624-3066
Fax#: 207-624-3021

XVI. CONTRACT TERM, TYPE, AND PAYMENT METHOD

The initial contract term for Preconstruction CM/GC Services will be for a period through to June 30, 2015, commencing upon contract execution.

The contract type utilized for this Project will be a Construction Manager/General Services Preconstruction Contract, and the method of payment will be commercial hourly rate.

XVII. ADVANTAGEME

The State of Maine requires vendors to register in the AdvantageME (financial) system. If the Firm has not registered already, go to the Bureau of Purchases website at <http://www.maine.gov/purchases/> and register. If there are any questions about the registration process for AdvantageME, the telephone number for the Vendor Help Desk is (207) 624-7889. If the Firm has already registered, fill in the correct Vendor ID number so as to assure that payments are sent to the correct address.

XVIII. CONFIDENTIALITY

The information contained in the Proposals submitted for the State of Maine’s consideration will be held in confidence until all reviews are concluded and the award notification has been made. At that time, the full content of the Proposals becomes public record and is therefore available for public inspection upon request.

According to State of Maine procurement law, the content of all Proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the RFP process will be considered public information when the award decision is announced. This includes all Proposals received in response to this RFP, both the selected Proposal and the Proposal(s) not selected, and includes information in the Proposals that a Proposer may consider to be proprietary in nature.

XIX. CONTRACTOR PROTEST RULES

This section sets forth the exclusive protest remedies available with respect to this RFP. By submitting a Proposal, each Proposer expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive. Every Proposer who submits a Proposal will be notified of their selection status via email. To protest a determination that a Proposer is unsuccessful, Proposers must file a written Notice of Protest with the Commissioner within ten (10) days after receiving notification. At a minimum, the Notice of Protest must contain:

- A.** The specific legal and/or factual errors that the Proposer alleges were made by MaineDOT in determining that the Proposer was unsuccessful;
- B.** The specific relief sought;
- C.** A request to submit additional written evidence and arguments, (if desired); and
- D.** A designation of counsel or any other party that will be representing the parties in the protest (if any).

MaineDOT will transmit a copy of said Notice of Protest to the Apparent Successful Proposer within twenty-four (24) hours of receipt.

Within ten (10) Days of the filing of a Notice of Protest, the protesting Proposer, the Contract Representative, and the Apparent Successful Proposer must file with the Commissioner (or such other person as the Commissioner may designate in writing):

- A.** all additional written evidence and arguments that the parties desire the Commissioner to consider in evaluating the protest, and
- B.** a request for a hearing, if desired. No hearing will be held unless such written evidence and arguments are submitted by the party requesting a hearing. Within said time period, copies of all such material submitted must be delivered to said other parties.

If held, the hearing will take place within ten (10) Days of the filing of written evidence and arguments by the protesting Proposer, the Contract Representative, or the Apparent Successful Proposer, whichever occurs later, at a time and place determined by the Commissioner. The parties agree to accept twenty-four (24) hour telephone notice of such hearing. The protesting Proposer, the Apparent Successful Proposer, and the Contract Representative or their designees shall each be afforded an opportunity to be heard by the Commissioner or his designee.

Within ten (10) Days of (a) the close of the hearing (if held), or (b) the last filing of written evidence and arguments (if no hearing is held), the Commissioner or his designee(s) will:

- A.** In writing, affirm the determination that the protesting Proposer is unsuccessful;

B. In writing, revise, amend, or reverse said determination; or

C. Take no action, which shall be considered an affirmation of said determination.

This shall constitute the final agency action of the Maine Department of Transportation regarding the protest.

APPENDIX A
CM/GC PROCESS

A. PRECONSTRUCTION SERVICES

The selected Contractor will be awarded a preconstruction services contract, prepared and administered by MaineDOT. The cost of the contract will be based upon negotiated commercial hourly rates for key personnel and support staff identified on the Project Team that will participate on the project. This contract will be subject to the MaineDOT Consultant General Conditions. Specific project requirements (further outlined in Appendix B – Preconstruction Phase Services – Scope of Work) will be identified in the contract. These requirements can include, but are not limited to:

- Constructability reviews of the design.
- Assistance in shaping the project scope of work to the available budget.
- Assistance in improving project schedule.
- Providing detailed cost estimates and cost estimate breakdowns of elements of the work as the design is developed using open-book methods.
- Design reviews to ensure that the package is complete and without ambiguity, errors and omissions.
- Assistance in improving the quality of the design.
- Assistance in Improving the quality and reliability of the movable bridge.

B. CONTRACTOR SUBMITS BID FOR PROJECT (EARLY PROCUREMENT)

The Contractor may be asked to procure long lead materials such as bridge girders, retaining wall panels, piling, and other materials that may be in short supply or require longer than desired lead times from purchase to delivery. MaineDOT may also procure through the Contractor such services as pavement cores, pipe videos, borings, or other investigations to facilitate the design. MaineDOT may choose to exercise this option if the early procurement saves significant construction time, money, or avoids potential delays once the project begins. MaineDOT reserves the right to procure long lead items independent of the Contractor.

If MaineDOT elects to use this early procurement option, it proceeds as follows:

- The Contractor will prepare a bid to supply the item(s), including all other costs associated with the procurement (such as transportation, storage,

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etc.). The bid is only for purchased items and should not include mobilization for construction or other unrelated costs.

- The Contractor will submit the bid through the MaineDOT Electronic Bid System. MaineDOT will secure an independent cost estimate (ICE) for the item(s). Upon opening the Contractor's bid, MaineDOT will determine the acceptability of the bid by comparing it to MaineDOT bid averages, similar projects, the independent cost estimate and the engineer's estimate.

MaineDOT personnel reviewing these costs may include: the Project Manager, members of the design team, the resident engineer, the ICE, FHWA representatives, and staff from Project Development.

If the prices are not acceptable, MaineDOT may enter into a process of risk identification that identifies price differences between the Contractor and the Independent Cost Estimate. Following the resolution of these risk issues, the items may be re-bid. If this is not successful, MaineDOT has the option to accept the revised price, negotiate a price with the Contractor, or to procure the items later as part of the bid process for the construction project or by some other method. The construction contract is prepared and executed to cover only the defined procurement services. Site preparation to support the procurement or additional procurement services may be made a part of this contract.

If an early procurement becomes a contract separate from the CM/GC Preconstruction services contract, MaineDOT will analyze the scope and create a DBE Project Availability Target (PAT), based on a number of factors including scope, available DBE firms, firms certified in particular project work, etc. The PAT is NOT a mandate but an assessment of what this particular project can bear for DBE participation. The Department expects that the Contractor will make the best effort to reach or exceed this PAT.

C. CONTRACTOR SUBMITS BID FOR PROJECT (EARLY CONSTRUCTION CONTRACT)

If time and/or money can be saved by allowing the Contractor to start initial work prior to the completion of the total design package, MaineDOT may ask the Contractor to prepare a lump sum or unit cost bid for all or a portion of the work.

If MaineDOT elects to use this contracting option, it proceeds as follows:

- MaineDOT and the Contractor will agree upon a scope of work to accomplish in this phase of the contract. The agreement may take the form of a set of plans or it may consist of something less formal such as sketches, drawings, or written descriptions. Both parties must agree that the scope of work is clear and unambiguous.

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- MaineDOT will analyze the scope and create a DBE Project Availability Target (PAT), based on a number of factors including project scope, available DBE firms, firms certified in particular project work, etc. The PAT is NOT a mandate but an assessment of what this particular project can bear for DBE participation. The Department expects that the Contractor will make the best effort to reach or exceed this PAT.
- The Contractor will prepare a bid to perform the agreed to scope of work. The bid will be based on the estimating model and the most recent Construction Cost Estimate for the agreed scope of work.
- MaineDOT will analyze the scope and create an OJT requirement for the work. The Contractor will be required to meet that requirement if awarded the contract.
- The Contractor will submit the bid through MaineDOT Contracts Section. MaineDOT will secure an independent cost estimate for the work. Upon opening the Contractor's bid, MaineDOT will determine the acceptability of the bid by comparing it to MaineDOT bid averages, similar projects, the independent cost estimate and the engineer's estimate.
- At the time of the bid opening, the Contractor shall submit with their bid a Disadvantaged Business Enterprise (DBE) Commitment Form provided by the Department. This form will list the DBE and non-DBE firms that are proposed to be used during the execution of the Work. The list shall show the name of the firm, the item/material/type of work involved and the dollar amount of work to be performed. The dollar total of each commitment shall be totaled and a percentage determined.

MaineDOT personnel reviewing these costs may include: the Project Manager, members of the design team, the resident engineer, the ICE, FHWA representatives, and staff from Project Development.

If the prices are acceptable, MaineDOT will prepare a construction contract for this portion of the work. If a previous construction contract had been entered into, a separate contract may be prepared, or the work may be added to that contract by supplemental agreement at the discretion of MaineDOT.

If the prices are not acceptable, MaineDOT may enter into a process of risk identification that identifies price differences between the Contractor and the Independent Cost Estimate. Following the resolution of these risk issues, the work will be re-bid. MaineDOT has the option to accept the revised price, negotiate a price with the Contractor, or to terminate the CM/GC process and procure the construction project by some other method.

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D. CONTRACTOR SUBMITS BID FOR PROJECT (DESIGN IS SUBSTANTIALLY COMPLETE)

When MaineDOT, the designer, and the Contractor agree that the project has been designed to a sufficient level of detail to allow the Contractor to accurately bid the project, the following procedure will be used:

- The designer will produce a set of plans and specifications showing all work to be accomplished. The plans will also show all work accomplished under any previous Early Construction packages.
- MaineDOT will analyze the scope and create a DBE Project Availability Target (PAT), based on a number of factors including project scope, available DBE firms, firms certified in particular project work, etc. The PAT is NOT a mandate but an assessment of what this particular project can bear for DBE participation. The Department expects that the Contractor will make the best effort to reach or exceed this PAT.
- The Contractor will prepare a bid to perform the work shown. The bid will be based on the estimating model and the most recent Construction Cost Estimate for the agreed scope of work.
- MaineDOT will analyze the scope and create an OJT requirement for the work. The Contractor will be required to meet that requirement if awarded the contract.
- The Contractor will submit the bid through MaineDOT Contracts Section. MaineDOT will secure an independent cost estimate for the work. Upon opening the Contractor's bid, MaineDOT will determine the acceptability of the bid by comparing it to MaineDOT bid averages, similar projects, the independent cost estimate and the engineer's estimate.
- At the time of the bid opening, the Contractor shall submit with their bid a Disadvantaged Business Enterprise (DBE) Commitment Form provided by the Department. This form will list the DBE and non-DBE firms that are proposed to be used during the execution of the Work. The list shall show the name of the firm, the item/material/type of work involved and the dollar amount of work to be performed. The dollar total of each commitment shall be totaled and a percentage determined.

MaineDOT personnel reviewing these costs may include: the Project Manager, members of the design team, the resident engineer, the ICE, FHWA representatives, and staff from Project Development.

If the prices are acceptable, MaineDOT will prepare a construction contract. If a previous construction contract had been entered into, a separate contract may be

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prepared, or the work may be added to that contract by supplemental agreement at the discretion of MaineDOT.

If the prices are not acceptable, MaineDOT will enter into a process of risk identification that identifies price differences between the Contractor and the Independent Cost Estimate. Following the resolution of these risk issues, the project will be re-bid. MaineDOT has the option to accept the revised price, negotiate a price with the Contractor, or to terminate the CM/GC process and procure the construction Project by some other method.

E. CONTRACTOR BUILDS PROJECT

From this point forward, the work proceeds in the same manner as a design-bid-build project as per the executed contract.

F. PREPARATION OF GUARANTEED MAXIMUM PRICE (GMP) BID PROPOSAL

The Contractor shall prepare all cost estimates and bid proposals as follows:

- The direct cost of the work, not including the cost of bonds and insurance, shall be marked up by the CM/GC Fee Percentage.
- The agreed cost of required bonds and insurance shall be reimbursed as a separate line item.

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PRECONSTRUCTION PHASE SERVICES – SCOPE OF WORK

A. GENERAL

The Contractor shall provide Preconstruction Phase Services as described below, and will function as one of the ~~three~~ four key Team members including MaineDOT, **NHDOT**, the Design Consultant and the Contractor. MaineDOT will provide the primary lead role on the Sarah Mildred Long Bridge Team.

Upon MaineDOT's issuance of Notice-to-Proceed (NTP), the Contractor agrees to provide the Preconstruction Phase Services described below in the support of and in conformance with, the time frames identified in the Contract. The commencement of the Construction Phase shall not excuse the Contractor from completion of the Preconstruction Phase Services, if such services have not been completed at commencement of the Construction Phase.

The services provided by the Contractor are intended to be provided in a collaborative project team environment. The Contractor is expected to be engaged in the project development process working with the Team. The services provided include but are not limited to:

- Collaboration with MaineDOT, **NHDOT**, and Design Consultant to develop the Project
- Identification and mitigation of risk through analysis and assessment
- Developing and updating Project schedules
- Developing detailed cost estimates
- Performing constructability review services
- Collaboration with Department and Design Consultant in development of Early Work Packages
- Provide innovative ideas and solutions that will mitigate risk, reduce cost, and improve schedule, constructability and quality.
- Other tasks requested by MaineDOT

The Work performed by the Contractor will comply with Federal, State, and local laws, rules and codes. Work performed on the Project will support the goals developed by the Project Team.

The Contractor shall collaborate, advise, assist, estimate, schedule, and provide recommendations to members of the Team on the construction aspects of the Project. This task includes input into the Project permitting process and design

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development packages including Early Work Packages. The Contractor shall provide review of plans, Specifications, reports, and other information for the purposes of optimizing schedule, cost, and design options chosen by Department.

B. CO-LOCATION REQUIREMENTS

The Contractor shall co-locate key staff with the Design Consultant to facilitate a cooperative Project development process, and the regular interaction necessary for the exchange of information during the Preconstruction Phase. It is expected that Key Personnel be co-located with the MaineDOT, **NHDOT**, and Consultant Designer at a co-located office at the MaineDOT Main Office in Augusta during key times of the design development process. Such times, durations, and specific personnel will be mutually agreed upon and are anticipated to include the following:

- One to two month period during conceptual design (Early 2013)
- Two to four week periods coinciding with key design deliverables (PDR (30%), 50%, 80%, Final Submissions)
- 2 days to a week per month to attend Risk Workshops, OTS and bi-monthly management meetings.

C. PROJECT MANAGEMENT SERVICES

The Contractor shall provide a dedicated Project Manager and support staff, beginning with NTP for Preconstruction Phase Services and continuing throughout the Project as necessary to complete all Preconstruction Phase Services. The Contractor's Project Manager will be available to the Project as his/her first priority and allow enough time to meet those tasks required in the Contract Documents.

The Project Manager's responsibilities include, but are not limited to:

- Attendance and participation at meetings
- Public involvement events with the media including Department requested interviews
- Preparation of a subcontracting plan
- Cost estimating
- Participation in Team collaborative discussions and problem solving sessions

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- Research and development of documents and materials on topics specific to the risks and issues on the Project
- Assist in preparation and review of third party agreements (including Utilities, Railroad, local Department, and others), as needed
- Assist in the preparation of Project environmental and construction permits as needed.
- Schedule preparation and Work sequencing
- Related Project management activities as directed by MaineDOT

D. CONSTRUCTABILITY REVIEW SERVICES

The Contractor shall provide constructability review services beginning with the NTP for Preconstruction Phase Services, and continuing throughout the Project as necessary to assist in the development of any Early Work Amendments and the GMP Amendment resulting in a GMP.

E. PROJECT RECORDS

The Contractor shall maintain Project Records so that they include this Contract and all Project reporting, test results, survey records, engineering computations, assumptions, working drawings, meeting minutes, correspondence, memos, transmittals, notes and other written materials generated in the course of performing the Work identified in the Contract Documents for the Project. The Contractor's compiling of Project Records shall be an ongoing task, commencing upon receipt of NTP for Preconstruction Phase Services from MaineDOT, incorporating documents as they are generated, and continuing through completion and Final Acceptance. Project Records shall be available for review by MaineDOT, at the Contractor's office, at any time. Project Records shall be submitted to MaineDOT within 30 Calendar Days of request, or 30 Calendar Days following completion and acceptance of the Work by MaineDOT.

F. PRECONSTRUCTION PHASE MEETINGS

The Contractor shall participate in the following meetings including preparation, attendance, participation and follow-up activities:

1. Initial Partnering Meeting
2. Bi-Monthly Management Team meetings:

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- The Contractor's Project Manager shall provide status reports containing information on scope, schedule, budget, progress, developing issues and risks to the Project.
3. Weekly Team meeting/conference call:
 - The Contractor's Project Manager shall participate in weekly Team meetings or conference calls to discuss Work underway, Work completed, upcoming priorities, issues and risks to the Project scope, schedule review and update, and any budget or contract issues.
 4. CM/GC Workshops
 5. Over the Shoulder Reviews
 6. Risk Workshops

IV. PRELIMINARY DESIGN REPORT (PDR) ASSISTANCE

The Contractor is part of the design team. As part of the design team, the Contractor will provide input on schedule, phasing, constructability, material availability, and cost throughout the preliminary design phase of the project. During this phase, the Contractor is expected to:

1. Provide preliminary cost estimates for each design alternative considered.
2. Provide preliminary construction schedules for each design alternative considered
3. Provide constructability recommendations including construction phasing and traffic control
4. Identify opportunities for increased efficiency and/or innovation
5. Provide material recommendations and risks due to inflation or supply
6. Evaluate bridge design options including a comparison of the risks and benefits of the different Bridge types and their construction
7. Identify any issues that in the opinion of the Contractor, should be considered in the planning, management, or execution of the Project.
8. Provide a summary report to the team for inclusion in the PDR

V. EARLY WORK PACKAGE EVALUATION

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Following the PDR approval, the Contractor shall, in a memorandum to MaineDOT, propose a plan for Early Work Packages to achieve MaineDOT's schedule goal. The memo will be due within thirty (30) Calendar Days of PDR approval. Early Work Packages should consider activities that accelerate Work, balance resources, and account for:

1. Long lead time items
2. Critical construction activities related to in-water work windows
3. Environmental permits or restrictions
4. Utility and Railroad restrictions
5. Construction phasing and staging opportunities
6. Advancing other Critical Path activities that could shorten the overall Project schedule.

VI. DESIGN SUBMISSION REVIEWS

Following the receipt of each Design Consultant PS&E submittal at 30%, 50% and 80%, the Contractor shall have 21 Calendar Days following the receipt of the submission to submit to MaineDOT a Design Submission Review Report. Recommendations and identification of issues concerning the Project schedule, constructability, risk analysis and mitigation, and other required information should be updated based on the design development and changes to the Project known at the time of submittal of the report.

VII. DESIGN SUBMISSION COST ESTIMATES

The Contractor shall provide the MaineDOT with a model for estimating construction costs. The accepted estimating model will serve as a basis for the 30%, 50%, and 80% construction cost estimates, the development of any early procurement or early construction proposals, and the final Guaranteed Maximum Price (GMP) proposal.

Following the receipt of each Design Consultant PS&E submittal at 30%, 50% and 80%, the Contractor shall have 21 Calendar Days following the receipt of the submission to submit to MaineDOT a Design submission cost estimate.

~~All cost estimates shall be open book estimates. It is expected that the Design Consultant will provide a bid item list with the Design Submission for use by the ICE and the Contractor. The Design Consultant, the ICE, and the Contractor shall agree on a cost reporting format to provide for comparison and negotiation of assumptions. The Contractor is responsible to independently prepare a complete construction cost estimate including quantity calculations and unit cost~~

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~~prices that are current, specific to the location of the Project, and related to the complexity of the Project.~~

~~The Contractor is responsible for independently preparing a complete construction cost estimate. The Design Consultant, the ICE, and the Contractor shall agree on a cost reporting format to provide for comparison of assumptions. All cost estimates shall be open book estimates. The Design Consultant will provide a bid item list with the design submission for use by the ICE and the Contractor. The Contractor shall submit quantity calculations and unit price justification for all bid items with their cost estimate. The Contractor shall provide access to additional backup information used to determine the cost of the work.~~

~~Concurrently, the ICE and the Design Consultant will each independently prepare a complete construction cost estimate for submission to MaineDOT. MaineDOT, with support from the ICE, will evaluate the Contractor's estimate, the Design Consultant's estimate, and the ICE's estimate. MaineDOT, with the ICE, will then meet with the Project Team to discuss and resolve differences in assumptions.~~

VIII. FINAL ~~GMP COST ESTIMATE BID~~ AND NEGOTIATION

When MaineDOT, the Designer, and the Contractor agree that the project has been designed to a sufficient level of detail to allow the Contractor to accurately bid the work, the Designer will assemble a final set of plans and specifications. The Contractor shall prepare and submit a bid and proposed Critical Path Model construction schedule to perform the Work. If negotiations for a final construction price and schedule are successful, MaineDOT shall prepare a construction contract and construction shall proceed as a typical design-bid-build project. If negotiations are unsuccessful, MaineDOT will have no further obligation to the Contractor and will deliver the project by another procurement method.

IX. BASELINE SCHEDULE

Following PDR approval (30% design), the Contractor shall prepare and submit a baseline CPM schedule for the construction phase. The baseline schedule shall include all construction activities. The first activity shown shall be Notice to Proceed for construction. The Contractor shall coordinate with MaineDOT, **NHDOT**, and the Design Consultant to determine any restrictions affecting the schedule such as paving restrictions, utility work, or instream work windows. For the preconstruction phase, the Design Consultant will be responsible to maintain the master project schedule.

X. SCHEDULE UPDATES

The Contractor shall meet monthly with the Project Team to review schedules and discuss tasks, percentages of completion, and changes in sequences to

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optimize Work, construction windows and any other possible options for reducing schedule and cost impacts. CPM schedule updates shall be submitted to the MaineDOT at the remaining design submission review points and prior to final GMP negotiations.

XI. RISK MANAGEMENT

The Contractor participates in the Risk Management strategy by preparing a Risk Assessment Report based on the Preliminary Design Report and each of the Design Consultant PS&E submittals at 30%, 50%, and 80%. The Risk Assessment Report shall identify, assess, and price construction risk. The Contractor actively participates in bi-monthly Risk Workshops led by the Design Consultant. The goals of the Risk Workshops are to identify, assess, prioritize, and mitigate all project risks. The desired outcome of the Risk Workshops is the development of a Risk/Opportunity Register which will be maintained by MaineDOT and the Design Consultant.

XII. OVER-THE-SHOULDER (OTS) REVIEWS

Once a month, except for months with a CM/GC Workshop, the Project Team will meet to review Project and Plan development progress. The Design Consultant will provide progress plans and design details for review by the Team in an informal meeting. The meeting will review the Project development, discipline by discipline, and discuss the open issues and action item list for the Project. It is anticipated that this will involve the Contractor's Project Manager and staff performing constructability review services.

XIII. CM/GC WORKSHOPS

Once a month during preliminary design (up to 30%) and also following each design submission review, the Project Team will meet to discuss and explore design alternatives, discuss specific components or systems, review PS&E packages, review Design Submission Reports, review current cost estimates and schedules. Agendas for CM/GC workshops will be more focused than OTS reviews. The agenda and attendance for each CM/GC workshop will be collaboratively developed by the project team. Agendas and any required meeting materials will be developed and distributed prior to the workshops.

XIV. SUBCONTRACTOR PLAN

The Contractor shall prepare a Subcontractor Plan that will identify the major or specialty items of work that will be subcontracted. The plan shall identify subcontracting opportunities that will facilitate MaineDOT's goal for DBE/WBE

APPENDIX B

participation. The plan shall also identify how subcontractors will be selected and how design input or pricing information will be solicited from specialty subcontractors in the design phase. The Contractor shall update the subcontractor plan and submit to MaineDOT with the 30%, 50%, and 80% design submission review report.

APPENDIX C

CONSTRUCTION GENERAL CONDITIONS

~~I. Costs NOT TO BE included in CM/GC Fee Percentage~~

~~Costs for the categories below will be negotiated and included in the direct "Cost of the Work":~~

- ~~● Mobilization~~
- ~~● Project Manager~~
- ~~● Construction Manager/Superintendent~~
- ~~● All other on-site, construction management staff as approved by the Agency~~
- ~~● On-site administrative staff, including clerical and secretarial staff~~
- ~~● All project direct costs related to Safety~~
- ~~● All project direct costs related to Quality Control~~
- ~~● Project office costs for cleaning, set-up/demob, maintenance, security, utilities, rent/lease, equipment, and furniture~~
- ~~● Materials and equipment handling, including shipping/transport to site and storage costs~~
- ~~● Costs to co-locate with Agency staff~~
- ~~● Job site temporary toilet facilities and maintenance~~
- ~~● Partnering workshops~~
- ~~● Construction rental equipment~~
- ~~● Actual cost of permits~~
- ~~● All project direct costs related to implementation of Agency-approved sustainable practices~~
- ~~● All project direct costs related to implementation of Agency-approved D/MAW/ESB program~~
- ~~● Construction equipment and vehicles at Proposer's internal cost rate, including costs of maintenance and fuel~~
- ~~● All costs related to cell phones, radios, fax machines, pagers, computers and software.~~
- ~~● All costs of capital and interest; licenses and taxes required by law.~~
- ~~● Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies~~

~~II. Costs TO BE included in CM/GC Fee Percentage~~

~~Other indirect and non-reimbursable costs to be included in the CM/GC fee percentage are listed below:~~

- ~~● Project Principal — all costs~~
- ~~● Cost Estimator services during Construction Phase — all costs. (Note: Cost Estimator services during Preconstruction Phase are reimbursable as included in the Preconstruction CM/GC Services (Form "PP-1"))~~
- ~~● Project Manager relocation, housing, and subsistence costs.~~

APPENDIX C

- ~~Construction Manager/Superintendent relocation, housing, and subsistence costs.~~
- ~~Additional Contractor staff relocation, housing, and subsistence cost.~~
- ~~Home, branch and regional office administrative support staff and all related costs~~
- ~~Home, branch and regional office safety support staff and all related costs~~
- ~~Home, branch and regional office quality control support staff and all related costs~~
- ~~Profit~~

The table below states the categories of General Conditions Work that shall be included in the Cost of the Work, and not included as part of the CM/GC Fee.

General Conditions Work Categories	Details
Project Manager (Construction Phase)	
Construction Manager	
Superintendent	
General Foreman	
Labor Foreman	
Field/Project Engineer	
Field Supervision	
Field Coordination	
On-site Administrative staff	Including clerical and secretarial staff
Relocation costs, temporary housing, or subsistence for salaried personnel and key craft foremen	
Field Layout and Surveying	
Quality Control	
Materials Handling	Including shipping and storage costs
Trade Coordination	
Field Office Costs	Including office clean-up and security costs, rent/lease costs, equipment, furniture, drinking water, printing and reproduction costs, and office supplies
Postage / Delivery Costs	
Temporary Toilet Facilities	
Cell phones / Radios / Pagers	
Phone / Fax lines and computer networks	
Rental Equipment	
On-site Personnel Travel and Lodging	Including Subcontractor and supplier inspections, company training and development

APPENDIX C

General Conditions Work Categories	Details
Permits	
Safety Costs	
Project Coordination	
First-Aid Supplies	
All Supervisory Staff, Foreman, Survey and Crew Vehicles, and Related Costs	Including fuel and maintenance
Partnering Expenses	
Cofferdam, Falsework, and Shoring Design	

FORM PP-1

PRECONSTRUCTION PHASE CM/GC SERVICES PROPOSAL

PROJECT: Sarah Mildred Long Bridge Replacement WIN 016710.00

PROPOSER: _____

Instructions: Proposer shall identify their proposed Key Personnel and resource staff, the estimated hours, the proposed fully burdened hourly rate and the total cost for all personnel required for completing the Preconstruction Phase Services Work identified in the RFP and Appendices. Add personnel as needed to the list below.

Once completed, Form PP-1 shall be submitted with the Proposal in a separate, sealed envelope as required by the RFP.

The estimated hours shown in the table below represent only a conceptual estimate of the magnitude of expected hours. The successful proposer and the MaineDOT will refine the estimated hours and costs prior to executing the CM/GC Preconstruction Contract. Payment will be made on the actual number of hours worked.

KEY PERSONNEL OR RESOURCE STAFF	ESTIMATED HOURS	PROPOSED HOURLY RATE (\$)	COST (Rate x Hours = \$)
Project Manager	2000		
Construction Manager	1500		
Construction Engineer	1000		
Movable Bridge Specialist	500		
Cost Estimator	1250		
Scheduler	500		
		TOTAL:	\$

FORM PP-2

CM/GC FEE PERCENTAGE PROPOSAL

PROJECT: Sarah Mildred Long Bridge Replacement WIN 016710.00

PROPOSER: _____

Proposed CM/GC Fee Percentage Instructions: Proposer shall identify their proposed CM/GC Fee, expressed as a percentage (%) and carried to four (4) decimal places (0.0000%).

Once completed, Form PP-2 shall be submitted with the Proposal in a separate, sealed envelope as required by the RFP.

PROPOSED CM/GC FEE PERCENTAGE	%
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Proposed CM/GC Fee Percentage Breakdown Instructions: Proposer shall identify the components making up their proposed CM/GC Fee Percentage.

PROPOSED CM/GC FEE PERCENTAGE BREAKDOWN	
Profit	%
General and Administrative (G&A) & Home and Regional Office Overhead	%
Home and Regional Office Overhead	%
Total CM/GC Fee Percentage	%

SAMPLE CM/GC SCORESHEET

PROPOSER: _____

SCORER: _____

TECHNICAL PROPOSAL SCORE			
CATEGORY	MAXIMUM POINTS AVAILABLE, P	QUALITATIVE ASSESSMENT SCORE, %	CALCULATED SCORE = P x %
Proposer's Organization and Key Personnel Expertise	25	_____ %	
Proposer's Past Performance and Experience	25	_____ %	
Project Approach	15	_____ %	
CM/GC Process Approach	15	_____ %	
SUBTOTAL =	80		

CM/GC FEE PERCENTAGE			
LOWEST PROPOSED CM/GC FEE PERCENTAGE, LPCF	MAXIMUM POINTS AVAILABLE, P	PROPOSED CM/GC FEE PERCENTAGE, PCF	CALCULATED SCORE = P x (LPCF / PCF)
LPCF = _____ %	20	_____ %	

TOTAL SCORE (Technical Proposal Score + CM/GC Fee Score) =	100		
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