

**PROPOSER QUESTION FORM
CM/GC FORM PQ**

Project Name: **I-5: Willamette River Bridge, Lane County**

Key No.: **14259**

No.	Part No.	Section No.	Question(s)	Reserved for Response
1	N/A	N/A	Will the A&E Form PQ be available for the CM/GC?	The A&E Solicitation did not have a Form PQ. All published information related to the A&E procurement process, including questions and answers, is available on the State's Procurement site, ORPIN. Only this published information will be available to the CM/GC proposers.
2	CM/GC Sample Contract	6.3.1	<p>Below is the language used in Section 6.3.1 (Establishment of the CM/GC Fee) on page 13 of 32 in the Contract.</p> <p><i>“The CM/GC Fee is inclusive of profit, general and administrative (“G&A”) costs and home office overhead, as normally applied to projects completed by the Proposers Firm.”</i></p> <p>This statement can lead to a wide interpretation of what gets included in the fee and what is included in the Cost of the Work.</p> <p>Please clarify exactly what elements the Agency wants included in the Fee and what should be looked at as part of the Cost of Work, so as to provide a clearly defined basis for competition.</p>	<p>Project costs which the Proposers Firm typically charges to a Project should be included in the Cost of the Work and not included in the CM/GC Fee.</p> <p>Profit, home office overhead, and those costs which the Proposers firm typically charges to corporate codes (“G&A”) should be included in the CM/GC Fee, and not included in the Cost of the Work.</p> <p>2-29-08 Revised Response: Please refer to the Question No. 23 response.</p>
3	ITP	7.0	Please provide a list of firms that submitted a “Letter of Interest” also provide a list of members if the firm is a partnership or joint venture.	<p>The list of firms submitting a Letters of Interest (LOI) is posted on the Agency's Project website at: http://www.oregon.gov/ODOT/HWY/MPB/WRB.shtml#CM_GC_Procurement.</p> <p>None of the LOI's identified either partnerships or joint ventures.</p>

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4	ITP	22.3 Par (c)	Paragraph c. asks “Describe your approach to meeting the Agency-defined goals for this project.” Please clarify if the intent is to speak to the first six goals listed in Exhibit D of the contract and not all goals listed under PDT, CAG and OTIA III goals. Also goals 1 and 2 of the Agency’s Project Goals appear to be the same goal. Please clarify the difference between these goals.	The Agency-defined goals for this Project include all of the Project and Program goals listed in Exhibit D to the Sample CM/GC Contract, including the PDT and CAG Goals. Goals 1 and 2 are similar, and both will need to be met.
5	Exhibits to CM/GC Contract	Exhibit F Co-location Requirements	Please clarify if in addition to the use of “copiers and scanners” the CM/GC will be allowed use of the plotter described in Section 6.0. Also please clarify if computers will be supplied to the CM/GC staff.	Plotters will be available in the co-located office for use by the CM/GC. The plotter specifications are identified in Section 4 of Exhibit F to the Sample CM/GC Contract. The CM/GC will need to provide computers and the associated software for its staff for the co-located office. The A&E firm will be required to provide the network, servers and internet connectivity.
6	ITP	19.2(5)b.	Please clarify total page count for Categories II through IV. Does the Agency want “50 double sided pages” containing 100 typed pages or a total of “50 double sided pages” with 50 total typed pages?	The 50 page limit would consist of a maximum of 25, double-sided pages, with each individual page numbered consecutively.
7	ITP	22.7	Please clarify if expenses and consumables are to be included in the hourly rate calculations for the CM/GC staff during pre-construction services, i.e. if the CM/GC is required to provide scheduling software to fulfill part of their scope of work required in pre-construction services how is that reimbursed?	Proposers have the option of including expenses and/or consumable costs in the hourly rates, or not. Hourly rate breakdowns will be one of the pricing components negotiated and agreed to between the Agency and the Best-Value Proposer prior to Contract award.
8	CM/GC Contract	11.4	Please clarify if, in order to get paid, the CM/GC staff must be present at the co-location office, and if so, is it the Agency’s intent to pay for the CM/GC staff full time plus overtime, when required, regardless of the level of project demand or work product required?	The CM/GC staff is not required to be in the co-located office to be paid. The payment will be made on appropriate charges for Work Products requested by the Agency as captured in an auditable accounting system for staff involved in

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				the Project. It is expected that the CM/GC staff will be working in the co-located office to interact with the Agency and A&E firm on a regular basis. This interaction will provide the level of collaboration necessary to maintain the Project schedule and meet the Agencies goals.
9	CM/GC General Provisions	Sections 141.90 and 170.03	Please clarify if the Agency will obtain the initial Right of Entry permit with UPRR. It is understood the CM/GC is required; to notify, to cooperate with and to follow Railroad procedural policies as applied to construction within their right of way.	No, please see CM/GC General Provision 00141.90.
10	ITP	22.2	In the requested narratives for the Proposer's firm, Project Manager and Construction Manager, the agency asks for past project descriptions which include their "political environment". Please clarify the agency's definition of "political environment" as applied to a project description.	Political Environment is intended to include a description of the intensity of community interest in the subject projects, such as whether the project and/or the potential construction impacts garnered the attention of individuals, adjacent property owners, local neighborhood associations, business interests, community leaders, city or county elected officials and legislators.
11	ITP	2.0	Please clarify if the last date to submit RFI's, protests, etc. for this RFP, which now includes Addendum #1, is February 29, 2008 as stated in Section 2.0, or does the deadline in Addendum # 1 of February 18, 2008 supersede or modify the February 29 th date in any manner.	To clarify, the February 18, 2008 date identified in Addendum #1 only applies to questions, requests for change or protests of the provisions identified in Addendum #1. The February 29, 2008 deadline identified in Section 2.0 for submittal of requests for clarification, requests for change or protests of the RFP provisions is not superceded, or replaced by the date identified in Addendum #1.

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12	ITP	17.1 – Proposal Security	What form of Proposal Security, in the amount of \$500,000, will be acceptable? May we supply a Proposal Bond, using the Oregon Transportation Commission Proposal Bond form, as is used for ODOT design-build proposals?	Section 22.6(2) of the ITP identifies the forms of Proposal Security allowed: A Proposal Bond, cashier's check, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or certified check. You may use the Oregon Transportation Commission Proposal Bond Form for submittal of the Proposal Security. This form will be added to the RFP by Addendum #2.
13	ITP	22.4(b)(2) Proposal Response Category IV, Project Understanding	This section asks for our planned sequencing and staging of the work. The sequencing and staging will be a function of the project's final design. Are we to assume a particular type of bridge, and base our sequencing and staging plan on that assumption?	Yes, assume one type and also discuss the differences that might occur should another type be constructed. 2-29-08 Revised Response: Yes, assume one type and also discuss the staging differences that would occur for each of the other types of Bridges under consideration.
14	ITP	22.4(b)(3) Proposal Response Category IV, Project Understanding	This section asks for our planned project schedule, including interim milestones and completion dates. Again, our response will be based on a particular bridge type. Should we assume a bridge type, and base our schedule on that assumption?	2-29-08 Revised Response: Yes, align with your selected type used in 22.4 (b) (2). Also, discuss the impacts to the schedule that would occur for each of the other types of Bridges under construction, including impacts to interim milestones and completion dates.
15	ITP	22.4(b)(3) Proposal Response Category IV, Project Understanding	The format of the schedule required for the proposal is not listed in the RFP. Since this schedule will be lacking in details, due to the unknown final design, will a Primavera Suretrak schedule be acceptable?	Yes. A Primavera Suretrak schedule is acceptable for the Proposal.
16	ITP	22.4(b)(3) Proposal Response Category IV,	The proposal schedule is required to include interim milestones and the contract completion dates. During the mandatory Pre-Proposal meeting several verbal references were made regarding the milestones listed in CM/GC	Based on your experience in building bridges, please provide your anticipated major work items and critical operations. The A&E milestones are as follows: Draft DAP, DAP, Progress Plans, Advanced Plans, Final PS&E, clearance of ROW,

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		Project Understanding	General Provisions Exhibit “A” – Project Delivery Timeline. This exhibit, however, does not specifically list any “milestones”. Is there a list of milestones provided in the RFP, or does ODOT expect the Proposers to list our understanding of what constitutes an interim milestone?	Railroad approval and permit issuance.
17	CM/GC General Provisions	Section 00141.22, Project Records	Why is the Contractor responsible for the records generated by the A&E during the Pre-Construction phase? It seems that the A&E should be responsible for their records until NTP for the Construction phase.	The A&E will be responsible for maintaining their own records during the Pre-construction Phase. The section cited relates to the Work Products prepared by the CM/GC during the Pre-construction Phase. .
18	CM/GC General Provisions	Section 00141.30, Project Scheduling	Primavera e/c Version 5.0 scheduling software is no longer available. 1) Will the updated version, Primavera P6.0, be acceptable? 2) Must the proposal schedule be submitted using the P6 software, or would a schedule prepared with Primavera Suretrak be acceptable?	The most current commercially available Primavera product is acceptable. The Proposal schedule can be prepared using Primavera Suretrack or the Proposer’s available scheduling program.
19	CM/GC General Provisions	Section 00143, Economic Development; 00144, Diversity; and 00145, Context Sensitive and Sustainable Solutions	These sections, Economic Development, Diversity, and CS3, all require the CM/GC to provide representatives to perform functions that are not listed on Form PP, Pre-Construction Phase Services Proposal. The work plans, and the description of work, required by the representatives named in these sections is primarily directed toward construction rather than pre-construction services. Since the nature and scope of Economic Development, Diversity, and CS3 is so indeterminate, please consider transferring the requirements of these sections from the pre-construction services contract to the construction contract. The scope of these sections is so dependent on how much the Agency wishes to spend that ODOT should best determine the scope of work to be required. Alternatively, the CS3 approach to this project will be established in conjunction with the project design, so perhaps the CS3 planning would better reside with the A&E, or the	The Economic Development Representative, DBE liaison and MWESB Representative should be included on Form PP, under the proposed resource category. The CM/GC Instructions to Proposers, Section 22.7, will be modified to reflect this via Addendum No. 4. These activities are related to the construction activities and their use of local and diverse firms to provide goods, labor and services to the construction. Planning is important in the execution of the construction to meet these goals. The purpose of the plan development during the Pre-construction Phase is to ensure that a plan is in place that focuses on these goals and is realistic and achievable by the CM/GC. In addition to the OTIA III goals focusing on these issues, the public input gathered from the CAG and during the hearings on the Environmental

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			Agency, rather than the CM/GC.	<p>Assessment focused on utilizing local businesses and labor to execute the Project.</p> <p>The Agency will be involved in partnership during the Pre-construction Phase and will give guidance on these areas to determine the appropriate scope of work. The CS³ approach will incorporate ideas from the A&E as well as the CM/GC and Agency, but the issues are primarily related to the construction of the Project and so should be developed by the CM/GC for their execution during construction.</p>
20	ITP	2.0	Would the agency please consider extending the Proposal Due Date by one (1) week.	<p>Yes. The Proposal Due Date will be modified to March 14, 2008, 2:00 p.m. PDT.</p> <p>The Project Procurement Schedule/Submittal Deadlines specified in Section 2.0 of the Instructions to Proposers will be modified via Addendum No. 3.</p>
21	ITP	Section 21 paragraph (d) part (1) Price Realism and Reasonableness	How does the Agency know if a proposed Fee reflects Realism and Reasonableness? Please clarify evaluation criteria and means by which the Agency will be able to discover and compare how the fee relates to overall “best value” in its “preliminary evaluation”. Any “preliminary evaluation” for “reasonableness and realism” would require a full understanding of what is being offered by the Proposer’s firm.	Sections 21.0(d)(1) – Price Realism and Reasonableness, and 21.0(d)(2) – Unbalanced Pricing, will be deleted from the Instructions to Proposers via Addendum No. 4.
22	CM/GC Contract	General	There is no mention as to the responsibility for any existing hazardous materials encountered within the project limits. Please clarify that the Agency will be considered as Generator for any pre-existing hazardous materials and as Generator on all manifests.	To clarify, construction Specifications will be prepared for this job as they are for any design-bid-build project. Special Provisions related to any anticipated hazardous materials will be provided with the A&E submissions during the Pre-construction Phase.

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<p>23</p>	<p>CM/GC Contract</p>	<p>Article 6.3.1</p>	<p>How will the Agency verify that what is shown as G & A in one firm's proposal is not shown as Cost of Work in another firm's proposal?</p>	<p>Given the context of the questions being received regarding the build-up of the CM/GC Fee, the Agency will be providing a list of General Conditions Work which will identify those items of work to be excluded from the CM/GC Fee, and included in the Cost of the Work. This information will be added to the RFP, as Exhibit H to the CM/GC Sample Contract, via Addendum No. 4.</p> <p>Proposers are invited to comment on and suggest additions to or deletions from the list of General Conditions Work in Exhibit H. The Agency reserves the right to use, or reject any of the recommendations submitted. All recommendations received, without identifying the submitting Proposer, will be made available to all Proposers.</p> <p>If the list of General Conditions Work is modified it would be re-issued via Addendum No. 5.</p>
<p>24</p>	<p>CM/GC General Provisions</p>	<p>00130.40 and 00170.85(b)</p>	<p>The Warranty Bond obligation must have a time period associated with it (i.e., 5 years or less). At this point, it appears open-ended. Please clarify.</p>	<p>To clarify, Section 00130.40 of the CM/GC General Provisions states "<i>When a coating system warranty is required by 00594.75,...</i>". Therefore, if during development of the Project Specifications it is determined that a coating warranty is required, Special Provision 00594.75 will be incorporated. Special Provision 00594.75 will specify both the warranty amount and the warranty period of either 12 or 36 months, whichever is appropriate for the Structure. You can view the full Special Provision language online at: http://www.oregon.gov/ODOT/HWY/SPECS/docs/02specials/500/SP594.doc</p>

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25	General		<p>The specifications are not clear on how the Agency is going to analyze markups on self-performed work. Is the intent to allow markup on self performed work plus the CM/GC fee or only the CM/GC fee on the self performed work? If it is the later why would the CM/GC want to self perform any work?</p>	<p>To clarify, only the CM/GC Fee will be applied to self-performed Work, no additional markup will be applied (see Article 6.3.2 of the CM/GC Contract). As required by Article 9.1.1(a) of the CM/GC Contract, and Section 00180.20(a) of the CM/GC General Provisions, the CM/GC must self-perform a minimum of 30% of the Construction Phase Services.</p>
26	General		<p>If an early work package is priced out and constructed for less than the original estimate is ODOT going to take back the savings?</p>	<p>As identified in Article 6.4 of the CM/GC Contract, Early Work Packages will be lump sum, with all Work and unit prices based on an established list of assumptions. Any change in the assumptions which reduces the lump sum cost of the Early Work Amendment, would be credited back to the Contact (to the Agency). However, as identified in Article 6.4.5, reductions in the lump sum cost shall not affect the fixed CM/GC Fee.</p> <p>To provide additional clarification, the Agency has modified the language in Article 6.4.5 of the sample CM/GC Contract via Addendum No. 5.</p>
27	General		<p>Are all of the selection committee members employees of ODOT? If there are non-ODOT personnel involved how is ODOT going to insure that there is not a conflict of interest with a potential proposer?</p>	<p>All of the Selection Committee members will be ODOT employees. All committee members are required to meet the Agency's Conflict of Interest disclosure requirements.</p>