

## CM/GC QUESTION REQUEST FORM QR

PROJECT: BH-I-40(86), CM/GC CONTRACT No.:CM1401

DATE: 8/13/14

RFP Section ID	Question	Reserved for Agency Response
2.4 Mandatory Pre-Proposal Meeting	This section indicates the meeting is August 4 <sup>th</sup> , but the key events schedule above it and the advertisement both indicate August 6 <sup>th</sup> . Please confirm the meeting is August 6 <sup>th</sup> .	<b>It is August 6<sup>th</sup> as addressed in the addendum 1</b>
Scoring Form A, Section 1	The title of this section indicates 50 points maximum, but it appears it should be only 40 points. Please confirm.	<b>It is 40 points, this will be addressed in addendum</b>
Sample Contract Article 17.1 And RFP 3.2.B.1.i.b	The pre-construction phase services hourly rates includes the positions of “Scheduler” and “Constructability Services”. These positions are not mentioned in the RFP. Are these required key positions?	<b>This is just an example, and it will be changed according to the key personnel in the CM/GC proposal after the CM on board. Construction Manager (CM) will be involved in the pre-construction phase.</b>
Sample Contract Article 17.1	What is the expected basis for the negotiated hourly rates? Will expenses, such as travel, be included? For example if an ABC Specialist is from out of town, there may be costs associated with his/her travel.	<b>The negotiated hourly rates in Article 17.1 will not include reimbursement for travel expenses. The contract provides that the CM/GC will be paid for pre-construction services on an actual-hours-worked basis up to the maximum amount of \$270,000. The fixed hourly rates may include the CM/GC’s overhead and profit, but there is no provision for reimbursement of travel expenses.</b>

## CM/GC QUESTION REQUEST FORM QR

RFP Section ID	Question	Reserved for Agency Response
Proposal Page 22 (Section 2.6 B)	The RFP states, “Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the Evaluation Form, Appendix D.” However, Appendix D does not match up with what the RFP outlines. Also, Appendix D does not have an alphanumeric sequence. Please advise.	<b>This is addressed in addendum 2. The sequences in the proposal have to match the RFP outlines.</b>
	Are there any hazardous materials existing within the project limits?	<b>According to the Asbestos-Containing Material (ACM) survey, no ACM was detected. An ACM handling plan will not be required. Also, in regards to the lead-based paint or any hazardous material, the bridge special note sheet on the CM/GC website has addressed that.</b>
	Will this project be designed under the current TDOT Standard Specifications or the new ones?	<b>This is addressed in section 1.13 in the RFP, “The most current edition of TDOT’s Standard Specifications for Road and Bridge Construction and Supplemental Specifications will control construction of this project when it will let for construction next year.”</b>

## CM/GC QUESTION REQUEST FORM QR

RFP Section ID	Question	Reserved for Agency Response
	If item quantities differ from what is estimated at GMP, do the values of the overruns and underruns items apply to the contingency balance?	<b>If this item is in the contingency Risk Pool, the value of the overruns and underruns of this item will be applied to the contingency balance. Also, if there is a change order to these new quantities through a minor contract revision using contingency money set aside for scope changes, then it will be applied to the contingency balance as well.</b>
<i>Section 2 – CM/GC Requirements</i>	Page 20, Section 2.2: If the project must go to a low-bid process during a TDOT Project Letting, the CM/GC Contractor will not be allowed to bid the project. Will the contractor be allowed to participate in the project as a	<b>Yes, the CM/GC contractor is allowed to be a subcontractor.</b>
<i>Section 3 – SOI Proposal Content and Evaluation Criteria</i>	Page 31, Section 4.iii: What is TDOT looking for in regards to the Cost Model.	<b>This is shown as just an example in the proposal. The Cost model is an estimate project summary showing item costs, duration, schedule, and a discussion of assumptions, methods, and risks. The cost model will be more detailed during the design phase.</b>
<i>Section 3 – SOI Proposal Content and Evaluation Criteria</i>	Page 33, Section 3.4.1: Where are we to provide the breakdown of CM/GC Fee percentage as required in RFP section 3.4, item #1? Form C on page 61 does not provide for any supporting documentation.	<b>In section 2.8 under CM/GC Fee Proposal Format, the CM/GC Fee Percentage Summary Information (2 page limit – summary page) will be attached to the form</b>

## CM/GC QUESTION REQUEST FORM QR

RFP Section ID	Question	Reserved for Agency Response
<i>Appendix A: Sample GC/CM Services Contract</i>	Page 19, Article 5.4: "...time extension shall be granted only as a last resort." We recommend this wording be deleted and the following inserted: "...both parties will make every effort to avoid changes to the completion date". If there are excusable delays then we feel TDOT should be willing to extend the completion date.	<b>The wording will stay the same.</b>
<i>Appendix A: Sample GC/CM Services Contract</i>	Page 20, Article 5.5: Liquidated damages for failure to complete the work by the contract completion date are \$380,000 per calendar day and \$950,000 per additional weekend. Will TDOT be providing an early completion incentive in comparable amounts?	<b>The department is not providing any incentive at this time.</b>
<i>Appendix A: Sample GC/CM Services Contract</i>	Page 25, Article 6.6: First sentence, please revise inserting the word "reasonably" to read as follows "If the CM/GC does not furnish a GMP reasonably acceptable to the ....."	<b>The wording will stay the same.</b>
<i>Appendix A: Sample GC/CM Services Contract</i>	Page 26, Article 7.1.2: Please add the following at the end of the article "CM/GC Fee shall be adjusted proportionately to any such change."	<b>This matter is addressed in section 7.1.8</b>

## CM/GC QUESTION REQUEST FORM QR

RFP Section ID	Question	Reserved for Agency Response
<i>RFP Section 1.1, Page 4, first bullet point, “Information on constructability, phasing, and <b><u>other design input</u></b>.”</i>	The RFP includes language in many locations indicating that the CM/GC Contractor is involved in the design of the bridges. For all the RFP sections listed herein, our question is: Please clarify that, by performing its pre-construction services, the Contractor is not assuming responsibility for the design of the project or for errors and omissions of the Design Consultant.	<b>The CM/GC contractor is not responsible for any Design errors and omissions of the Design Consultant.</b>
<i>RFP Section 1.2, Page 5, second paragraph, second sentence, “The work includes but is not limited to, <b><u>design</u></b> and</i>	Same as above	<b>Same as above</b>
<i>RFP Section 1.2, Page 5, last sentence, “In addition, the Contractor will be involved in the <b><u>design development</u></b> ...”</i>	Same as above	<b>Same as above</b>
<i>RFP Section 4.1.E, page 36, second paragraph, first sentence, “The Contractor will be part of the design team.”</i>	Same as above	<b>CM/GC Contractor is a part of the design team, and needs to provide input on schedule, phasing, constructability, materials and equipment availability, cost, etc. as explained in the same section.</b>

## CM/GC QUESTION REQUEST FORM QR

RFP Section ID	Question	Reserved for Agency Response
<i>RFP Section 4.1.E.3, page 37, second sentence, "As part of the design team..."</i>	Same as above	<b>CM/GC Contractor is part of the design team. The Contractor shall thoroughly review all plans, specifications, reports, diagrams, shop drawings, and all other necessary project documentation. Comments should be related to constructability, clarifications, design errors or omissions, effect on schedule, effect on cost, risk identification, or value engineer suggestions/recommendations. These plans are sealed and signed by the Design Consultant.</b>
<i>RFP Section 4.1.E.4, page 38, Task 18, "Comments should be related to...design errors or omissions."</i>	Same as above	<b>CM/GC Contractor is part of the design team. The Contractor shall thoroughly review all plans, specifications, reports, diagrams, shop drawings, and all other necessary project documentation. Comments should be related to constructability, clarifications, design errors or omissions, effect on schedule, effect on cost, risk identification, or value engineer suggestions/recommendations. These plans are sealed and signed by the Design Consultant.</b>
<i>RFP Section 4.2, page 39, Matrix Item F, Contractor is primarily responsible for "Independent design and as-built review."</i>	Same as above	<b>Yes, The CM/GC Contractor shall be responsible for his independent Design and as built review.</b>

## CM/GC QUESTION REQUEST FORM QR

RFP Section ID	Question	Reserved for Agency Response
<p><i>RFP Appendix B, page 47, “Designer and Contractor Design Project”, requirements include, “Finding design errors”.</i></p>	<p>The RFP includes language in many locations indicating that the CM/GC Contractor is involved in the design of the bridges. For all the RFP sections listed herein, our question is: Please clarify that, by performing its pre-construction services, the Contractor is not assuming responsibility for the design of the project or for errors and omissions of the Design Consultant.</p>	<p><b>The CM/GC contractor is not responsible for any Design errors and omissions of the Design Consultant. But he shall provide comments related to constructability, clarifications, design errors or omissions, effect on schedule, effect on cost, risk identification, or value engineer suggestions/recommendations.</b></p>

## CM/GC QUESTION REQUEST FORM QR

RFP Section ID	Question	Reserved for Agency Response
<p><i>Appendix A: Sample GC/CM Services Contract</i></p>	<p>Page 45, Article 16.2: If a J/V will use two (2) sureties is it acceptable to submit two surety letters totaling \$60 million or should each be in the amount of 60 million?</p>	<p><b>If the Proposer is a Joint Venture, that Joint Venture must be able to demonstrate a bonding capacity of \$60.0 million, at a minimum. The RFP does not require that each separate member of the Joint Venture shall have a bonding capacity of at least \$60.0 million but only that the Joint Venture considered as a whole shall have a bonding capacity of at least \$60.0 million. If the Joint Venture proposes to provide a Payment and Performance Bond for construction of the Project that is executed by more than one surety company, each of the proposed surety companies will need to sign a joint letter confirming that the Joint Venture, considered as a whole, has the required minimum bonding capacity of \$60.0 million. Further, each of the surety companies signing the bonding capacity letter on behalf of the Joint Venture must be:</b></p> <ol style="list-style-type: none"> <li><b>1. Licensed as a surety and qualified to do business in Tennessee, and</b></li> <li><b>2. Listed in the current United States Department of Treasury Circular 570 financial management service list of approved bonding companies, and in this Treasury Circular, each surety company must be:</b></li> <li><b>3. Listed or approved to write a bond in an amount equal to or greater than \$60.0 million.</b></li> </ol>

## CM/GC QUESTION REQUEST FORM QR

RFP Section ID	Question	Reserved for Agency Response
	<p>A critical component to ABC projects can be the design of temporary structures such as temporary abutments, scaffolding/ falsework, critical crane pick plans, and sliding or jacking systems. Would this responsibility be assigned to the design consultant or the CM/GC contractor?</p>	<p><b>This is the contractor's responsibility. The method of construction is usually determined by the contractor and he shall submit bracings/jacking shop drawings that is developed/ reviewed by a registered engineer. TDOT will review for general details.</b></p>