

MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 6

REQUEST FOR QUALIFICATIONS

TRUNK HIGHWAY 43  
Winona Bridge  
Construction Manager General Contractor (CMGC)  
PROJECT

S.P. 8503-46 (TH 43)

*August 1, 2013*

*Addendum No. 54 August 142, 2013*

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## 1.0 INTRODUCTION

The Minnesota Department of Transportation (MnDOT), DISTRICT 6, is requesting Statements of Qualifications (“SOQs”) from entities (“Submitters”) interested in the Construction Manager/General Contractor (CMGC) professional/technical services contract for the Trunk Highway 43 (T.H. 43) Winona Bridge Project (the “Project”) located in Winona County, Minnesota.

The Project will be funded with Federal, State, and Local dollars thereby requiring that the Submitters adhere to all pertinent federal, state and local laws, regulations and/or requirements.

MnDOT staff is in the process of preparing design plans by procuring a Design Consultant through a separate procurement process. In addition, MnDOT is in the process of hiring a separate independent cost estimator (ICE) through a separate procurement process, with whom the CMGC Contractor will coordinate throughout the design phase of the Project. More definition of the roles and responsibilities of the ICE and Design Consultant are covered under Section 1.4.

The CMGC Contractor will be responsible for providing constructability reviews, proposed construction staging (and/or review of currently proposed construction staging), input on maintenance of traffic options, input with MnDOT’s public involvement process, interim cost estimates called opinions of probable construction cost (OPCC) estimates, and construction related review/input during the design phase, especially in the areas of cost, risk and innovation.

As the design nears completion, the selected CMGC Contractor will prepare a construction bid called a Guaranteed Maximum Price (GMP). Subject to review and approval of the bid, the CMGC Contractor will be awarded a contract for construction and will be responsible to complete the construction package. The CMGC Contractor will be required to self perform at least 30 percent of the construction work. If an acceptable GMP cannot be agreed to for any and all construction packages, the CMGC Contractor will have the option to re-bid the project. MnDOT has the option to accept the revised price or terminate the CMGC professional/technical services contract without penalty or payment (except payment for previously performed pre-construction services) and procure the construction of the Project by some other method. If there are multiple work packages on a project, the CMGC contractor will be allowed to continue to perform construction services for previously awarded work packages, but MnDOT will procure future work packages by another procurement method.

By submitting a SOQ, Submitters agree to be bound by the requirements outlined in this Request for Qualifications (RFQ) and shall satisfy all requirements specified. Failure of the Submitter to meet these requirements may result in rejection of the SOQ. MnDOT makes no guarantee that a Request for Proposals (RFP) will be issued for this Project or that a professional/technical services contract will be executed as indicated in the next section.

### 1.1 Procurement Process

CMGC is a contracting method that involves MnDOT executing a professional / technical (P/T) services contract with a construction firm to provide constructability, estimating, and other services during the pre-construction phase of the Project. During this pre-construction phase, the CMGC Contractor performs a Construction Manager role. The CMGC procurement process used for this project is a two-step procurement with a qualifications phase (this phase) and a proposal phase which will be open to the qualified submitters placed on the short list through this qualifications phase. Once the pre-construction phase of the Project reaches the appropriate stage, the CMGC Contractor is given an opportunity to provide a bid to construct the Project, or a package for a phase of the Project. Upon successful review and approval of the CMGC Contractor’s acceptable bid, MnDOT then awards a construction contract to the CMGC Contractor, who becomes the General Contractor

for the construction phase of the Project. If the Owner and CMGC Contractor fail to reach agreement on price, the Owner may select a different General Contractor procurement method for construction of the project, or a phase of the project. This may include advertising the project for public bidding. This RFP uses the term “CMGC Contractor” when indicating the construction firm that will provide pre-construction services as Construction Manager and that may be awarded a construction contract to become the General Contractor if the terms of construction, including the cost, can be agreed upon. For more information on CMGC contracting, refer to Exhibit 1.

## 1.2 Project Goals

The following goals have been established for the Project:

- Shift all Trunk Highway 43 traffic to new Bridge No. 85851 as expeditiously as possible to minimize the risk of closures of existing Bridge No. 5900 for bridge maintenance activities.
- Design and construct a high quality project that minimizes future maintenance.
- Minimize impacts to the environment.
- Substantial completion of the overall project by the Fall 2019 / Spring 2020. Allow and encourage innovative ideas to improve quality, shorten the schedule, reduce cost, or reduce impacts to the public, environment, etc; ultimately to provide value to both MnDOT and the CMGC Contractor.
- Successfully deploy the CMGC delivery method.
- Facilitate and foster collaboration, communication, and partnership with all members of the Project Team and stakeholders during design and construction
- Ensure the rehabilitation and reconstruction of Bridge No. 5900, which is listed on the National Register of Historic Places, does not compromise the integrity of the historic features of the bridge.
- Provide assistance to MnDOT to enhance the SHPO approval processes.

In addition to the goals listed above the following are always important project goals to MnDOT; safety of workers and public, quality, budget, environmental stewardship and public engagement.

## 1.3 Submitter Information

To allow receipt of any addenda or other information regarding this RFQ, each Submitter is solely responsible for ensuring that MnDOT’s Project Manager as described in [Section 2.4](#) has its contact person name and e-mail address to act as the single point of contact for the team. If an entity intends to submit a SOQ as part of a team, the entire team is required to submit a single SOQ as a single Submitter. MnDOT will only respond to the single points of contact for each team during this CMGC procurement.

## 1.4 Project Team

The Project Team, as referenced herein, is composed of MnDOT, MnDOT’s Design Consultant (Designer), and the CMGC Contractor.

### **1.4.1 MnDOT**

The project will be administered and managed by MnDOT. All other consultants and contractors working on the project report directly to MnDOT. The MnDOT Project Manager will be the point of contact and the primary MnDOT position.

### **1.4.2 MnDOT Design Consultant**

MnDOT is in the process of retaining a consulting firm to provide design services. The design consultant's contract is with MnDOT. As part of the CMGC process, the CMGC Contractor is expected to work with MnDOT and MnDOT's Design Consultant in collaboration to optimize the design and explore design options suggested by the CMGC Contractor.

### **1.4.3 MnDOT GEC**

MnDOT has retained the consulting firm of Parsons Brinckerhoff to provide guidance in preparing and evaluating this RFQ and advice on related CMGC procurement and technical matters. MnDOT may also be using the GEC to provide construction cost estimation services to MnDOT during the design phase, separate from estimating being performed by the ICE.

### **1.4.4 ICE**

MnDOT has or will retain an Independent Cost Estimator (ICE) that will assist MnDOT in providing a comparative price estimate both during and at the end of design. The ICE will use existing market conditions for the construction estimate. The price bid by the CMGC Contractor at the end of design will go through a bid opening process where the engineers estimate and the ICE are used to evaluate the proposed price and make an award decision. The more complete description of the process that MnDOT will use to evaluate proposed pricing is available from MnDOT's website listed below.

<http://www.dot.state.mn.us/const/tools/const-manager-general-contractor.html>

## **2.0 PROJECT DESCRIPTION; SCOPE OF WORK; RFQ PROCESS**

### **2.1 Project Description;**

The Project will utilize the alternative delivery method known as the CMGC procurement process. The CMGC process will benefit the public and Project by promoting innovations that will improve the durability and performance of the project compared to traditional methods, and by allowing MnDOT to select a contractor based on their qualifications. The CMGC procurement method facilitates expedited construction schedules, improves the owner/contractor interaction, and helps optimize the potential benefits of public outreach during project development.

The project is primarily located in Winona County, Minnesota, within the city of Winona. The project limits extend a total of 0.6 miles from approximately the 4<sup>th</sup> Street Intersection to Latsch Island.

The project scope also includes the construction of:

- New Bridge 85851, a proposed concrete box girder bridge spanning the Mississippi River.
- Rehabilitation and reconstruction of existing historic Bridge No. 5900.
- Roadway work on both approaches.

Existing Bridge No. 5900 is historic with an overall structure length of 2,281 feet. This includes a 933-foot, three span, steel, riveted cantilever through truss, with 17 deck approach spans on the south end and 4 deck-type approach spans on the north end. The posted speed limit is 40 mph. Current traffic volumes of approximately 11,000 AADT are planned to be routed onto the new Bridge 85851 during rehabilitation of the existing Bridge 5900.

Bridge No. 5900 has undergone several repair projects including the replacement of the deck, widening of the roadway to 30 feet, and replacement of concrete girder approach spans 1 and 2 with steel-stringer spans in 1985. Repairs were completed to the concrete piers in 1992 and 1998. Bridge No. 5900 was load rated in 2008.

Rehabilitation of the through truss is needed to refurbish existing members that may be near the end of their anticipated life cycle and prevent further corrosion; while preserving the historic character-defining features including the unusual truss design, ornamental metal railings and lighting, and Classical Revival detailing on concrete railing posts and abutments. Reconstruction of both approaches will be done to replicate the existing historical elements of the structure. When the rehabilitation is complete, traffic on the bridge will be two lanes in the northbound direction.

New Bridge 85851 is proposed as a segmental concrete box girder type river crossing bridge constructed upstream of the existing bridge. The bridge type was selected to avoid impacts to federally protected migratory birds and to minimize visual effects to the existing historic bridge. The new 50 ft, 4 inch wide bridge will carry two lanes of traffic with shoulders and a separated 12 foot pedestrian and bike lane. When open, two-way traffic will be moved onto the bridge while the existing bridge is being rehabilitated. When the new bridge is completed, traffic will be two lanes in the southbound direction.

Roadway work is required at the north and south access points in order to integrate the new and existing bridges into the existing roadway system. On the south end, the intersection of 4th Street and Winona Street will be reconstructed to connect the new northbound lanes into the intersection. Median and channelization is required to accommodate the new northbound lane approach and capacity improvements. On the north end, roadway work is required to tie the new bridge to TH 43 on Latsch Island. Sidewalk and trail construction is necessary at both ends to connect into the existing system. Two-way traffic across the Mississippi River will be maintained during all phases of construction.

Reference and background materials for this project are available at the following ftp site:

[ftp://ftp2.dot.state.mn.us/pub/outbound/district6/Winona%20Bridge/Proposal\\_Information/](ftp://ftp2.dot.state.mn.us/pub/outbound/district6/Winona%20Bridge/Proposal_Information/)

- Draft preliminary plans for the new bridge 85851
- Draft preliminary plans of the existing bridge 5900
- Bridge Type Study Report
- Draft preliminary geometric layout for the project.

For more information, a Project Industry Outreach meeting will be held on Monday, July 29, 2013 from 10:00 a.m. to Noon at the MnDOT District 6 Headquarters Building, 2800 48<sup>th</sup> Street NW, Rochester, MN. This is an informational meeting. Interested contractors are NOT required to preregister to attend this meeting and attendance is NOT mandatory to submit a response to this RFQ.

Additional information regarding the project and MnDOT's CMGC process can be found on the following websites:

Winona Project Website: <http://www.dot.state.mn.us/d6/projects/winonabridge/index.html>

MnDOT CMGC Website: <http://www.dot.state.mn.us/const/tools/const-manager-general-contractor.html>

## **2.2 Scope of Work Overview**

The CMGC Contractor is being selected for this Project, to join the Project Team. The CMGC Contractor will be expected to provide the Project Team with construction expertise and technical experience, to assist in Project decision-making and ensure the technical, social and economic challenges are addressed, and provide input on items affecting construction schedule and costs.

### **2.2.1 Scope of Work (Pre-Construction Services)**

The CMGC Contractor shall consult with the Project Team during the design phase in order to develop, implement and maintain a spirit of cooperation and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all.

As part of the design team, the CMGC Contractor will provide input on schedule, phasing, constructability, materials availability, cost, etc. throughout the design phase of the Project. The CMGC Contractor tasks during the design phase include:

- 1) Provide a Project Manager and associated staff to consult with, advise, assist, and provide recommendations to MnDOT and the design team on all aspects of the planning, design, and proposed construction, as requested by MnDOT.
- 2) Attend an initial Project workshop that includes the following agenda items:
  - a) Introduction to the Project Team
  - b) Introduction of the Project Stakeholders
  - c) Project status, goals, objectives, funding, etc.
  - d) Presentation of Project elements.
  - e) Identify Project risks and provide input that will be used to develop a risk management plan.
  - f) Coordination of initial traffic control plan for construction.
  - g) Development of initial rehabilitation/repair strategies.
  - h) Question and answer session.
- 3) Participate in design coordination meetings with MnDOT and MnDOT's design consultant. Design coordination meetings are anticipated to be held every 2 weeks.
- 4) It is anticipated that this project will be progressed by dividing the work into a minimum of three separate and severable work packages or contracts (sometimes referred to as progressive GMP contracting). For each work package, formal design milestone review meetings will take place at the following approximate design development 30%, 60% and 90%. The first milestone review meeting will cover 30% plan development for all separate and severable work packages. Subsequently, each separate and severable work package will go through their own 60% and 90% design milestone reviews although consolidation of review milestones is possible. For each milestone review meeting, provide the following services:

- a) Participate in formal constructability, material, equipment and labor availability reviews. These formal reviews will focus on identifying revisions to improve clarity for bidding, identifying potential design revisions that would reduce construction costs, and identifying elements to improve the time performance of the Project.
  - b) Participate in formal risk analysis workshops with MnDOT and MnDOT’s design consultant. The focus of the risk analysis workshops will be to identify potential risks and to assign cost and schedule impacts to each risk in order to better define pricing and contingency.
  - c) Participate in a formal Cultural/SHPO review(s) for the bridge rehabilitation design and any other project design elements under Cultural/SHPO review.
  - d) Provide progressively refined Opinion of Probable Construction Cost estimates (OPCC). For each OPCC develop a cost model and provide MnDOT with a written narrative that identifies the means, methods, assumptions, and risks that were used to price the work. The OPCC cost validation process is outlined in more detail on MnDOT’s CMGC website.
  - e) Participate in price reconciliation meetings to reconcile components of the price that deviates from that of the ICE more than a stipulated amount. During price reconciliation meetings, MnDOT may request that the CMGC Contractor share the cost model in an over-the-shoulder environment with them to more fully understand how the proposed pricing was derived and to help reconcile differences. During these meetings, any sharing of or discussions about the CMGC Contractor’s cost model will be limited to MnDOT’s Project Manager-, MnDOT’s Resident Engineer, key estimating staff, and possibly the ICE. At the conclusion of each meeting all cost model data presented by the CMGC Contractor will remain with the CMGC Contractor and remain their property. The CMGC Contractor is responsible for preparing and updating the cost model. The following information is typical of what is included in a CMGC cost model:
    - (1) Unit prices and quantity take-offs.
    - (2) Material costs, equipment costs, labor costs, hourly labor rates, crew sizes, shifts per day, hours per shifts. Labor rates shall include employee benefits, payroll taxes and other payroll burdens.
    - (3) Risk assumptions and assignment of risks.
    - (4) Production rates, transportation, and other facilities and services necessary for the proper execution of the work.
    - (5) Copies of quotations from subcontractors and suppliers.
    - (6) Field indirect costs, bonds, taxes and insurance.
  - f) Provide written reports and recommendations of the conceptual drawings being prepared by MnDOT and the design consultant, including conflicts and/or deficiencies noted.
  - g) Prepare and submit a Critical Path Method (CPM) schedule that supports each OPCC.
- 5) Continually provide informal oversight and constructability reviews with the MnDOT team on various specific elements of the Project and provide recommendations, including providing input on staging, sequencing, equipment storage, detour routes, traffic control, storm water management, accelerated bridge construction techniques, evaluation of bridge types, and materials that may be cost-effectively recycled during construction.
- 6) Identify any long lead items that may cause schedule impacts.

- 7) Prior to the development of the GMP, prepare a detailed baseline cost-loaded CPM schedule to serve as the Project Baseline Schedule, which identifies all activities during construction. In addition to the CPM Schedule, submit a finalized budget and schedule control management plan to ensure completion of construction within budget and in accordance with the Project Baseline Schedule.
- 8) Develop and formulate a Subcontracting Plan to integrate subcontractors as needed to accomplish all construction work. Identify the proposed plan to meet DBE contract goals for the overall Project and also for each separate and severable work package.
- 9) Help ensure that environmental commitments are implemented during construction including those from permits as applicable through review of design and permit applications. The Department will provide the CMGC Contractor with anticipated timelines required to obtain the necessary environmental clearances and permits on this Project. Provide input on temporary construction or staging activities that may require additional environmental permits based on the proposed construction operations. Clearly reflect in the Baseline CPM Schedule the times required to obtain these clearances and permits. Identify time and cost impacts associated with schedule slippage and propose mitigation measures to minimize these impacts. Provide constructability feedback on mitigation measures proposed in the design plans.
- 10) Assist MnDOT in preparing the draft and final submissions of a Storm Water Pollution Prevention Plan (SWPPP) as applicable to local jurisdictional requirements.
- 11) Develop, propose, and track innovations for Project construction. Document and track cost savings and schedule impacts associated with innovations in a written report to the MnDOT.
- 12) Coordinate with Project stakeholders in conjunction with MnDOT and the Design Consultant.

### **2.2.2 Scope of Work (GMP Validation Process)**

When MnDOT and the CMGC Contractor agree that the Project has been designed to a sufficient level of detail to allow for a constructible and biddable Project or work package, the following process will be used. The GMP validation process is outlined in more detail on MnDOT's CMGC website.

- 1) The design consultant will produce a set of Issue for Bid (IFB) plans and specifications showing all work to be accomplished.
- 2) The CMGC Contractor will prepare a Construction Service Cost Proposal package for the work which will include the following components:
  - “Bid” or cost proposal, including all overhead and profit considered within specified pay items. The bid will include a cost proposal for all items of work identified in the plans. The CMGC Contractor will submit their bid to MnDOT. The bid will be based on the estimating model and the most recent OPCC for the agreed scope of work. Any provisional contingency items that may be mutually agreed upon by MnDOT and the CMGC Contractor during pre-bid discussions will be included in the bid. However, provisional contingency items will be tabulated separately in the bid. The CMGC Contractor will not be entitled for payment for any provisional contingency items without justification and authorization from MnDOT.
  - A detailed baseline cost and resource loaded CPM Schedule to serve as the Project Baseline Schedule, which identifies all activities during construction. Schedule shall clearly identify milestones, showing the proposed

start and finish dates and include a narrative that clearly describes the assumptions that were used to derive item prices (e.g., crew sizes, production rates, and other requirements outlined in Standard Specification 1803).

- Narrative about how the CMGC Contractor will meet the Disadvantaged Business Enterprise (DBE) goal for the particular work package and for the entire project. DBE participation goal will be established as the design of the project or work package is nearing completion.
- Narrative description of all other inclusions to, or exclusions from, the GMP, including all assumptions and clarifications that support the bid prices.

3) MnDOT will review the CMGC Contractor’s bid using the following process

- MnDOT will secure an Independent Cost Estimate (ICE) for the Work. Upon opening the CMGC Contractor’s bid, MnDOT will compare the CMGC Contractor’s bid with the estimate prepared by the ICE. If the CMGC Contractor’s overall bid is within 10% of the ICE, the bid will be forwarded to MnDOT’s Central Office Estimating Unit for review.
- The Estimating Unit will compare the CMGC Contractor’s bid to the ICE and to MnDOT’s Engineer’s Estimate. If the proposed pricing is found to be acceptable, the bid will be reviewed for irregularities as outlined in Standard Specification 1207 (Irregular Proposals). If pricing is acceptable and does not contain any irregularities, MnDOT will accept the CMGC Contractor’s bid as the basis for the GMP and MnDOT will prepare a construction Contract based on the GMP bid. The Contract amount will include funding for provisional contingency items mutually agreed upon by MnDOT and the CMGC Contractor during pre-bid discussions. However, the CMGC Contractor will not be entitled to payment for any provisional contingency items without justification and authorization from MnDOT.
- If the prices are not acceptable, MnDOT will enter into a process of risk identification that identifies price differences between the CMGC Contractor and the ICE. Following the resolution of these risk issues, the CMGC Contractor will have the option to re-bid the project. MnDOT has the option to accept the revised price or to terminate the CMGC professional/technical services contract without penalty or payment (except payment for pre-construction services) and procure the construction of the Project by some other method. If there are multiple work packages on a project, the CMGC contractor will be allowed to continue to perform construction services for previously awarded work packages, but MnDOT will procure future work packages by another procurement method.

The GMP will not be exceeded except as allowed for quantity over-runs, under runs or changed conditions as defined in the MnDOT 2010 Standard Specifications 1402 and 1903. However, when considering additional compensation for changed conditions, MnDOT will consider the fact that the CMGC Contractor participated in the design effort during the Preconstruction phase and therefore has a more thorough understanding of the assumptions and risks which should have been reflected in the “bid” or in the provisional contingency items.

**Multiple, Severable Work Packages:** As previously explained, this project is considering the use of multiple GMPs in which the work will be progressed through three separate and severable work packages or contracts. At a minimum, MnDOT anticipates the following work packages for this project:

- Package 1: All work required to construct the river foundations for the new Bridge No. 85851.
- Package 2: All work required to complete the construction of the new Bridge No 85851, including the necessary roadway work, allowing Trunk Highway 43 traffic to be routed onto the new bridge.
- Package 3: All work related to the rehabilitation of existing Bridge No. 5900 plus any remaining work on the project.

Each work package will be a separate and severable contract with MnDOT. The CMGC Contractor will assist MnDOT in providing documentation that breaking the work into progressive GMP work packages results in time savings, reduced construction costs, or a reduced inconvenience to the traveling public.

**Overall Project Target Price:** Prior to submitting a GMP bid for the first work package, the CMGC Contractor will be required to submit an Overall Project Target Price (OTP) for the project. The OTP represents a good faith estimate from the CMGC Contractor of the construction costs required to complete all work packages on the project. It will be used by MnDOT to verify that the overall construction scope can be completed within the available project budget. An OTP will be submitted at the same time that the 90% OPCC is submitted for the first -work package. It is based on the assumptions and risks that are known at the time the estimated costs are submitted to MnDOT. The CMGC Contractor’s OTP will be supported by a cost model and narrative similar to OPCCs. MnDOT may -not accept the GMP Bid Proposal for a work package if the CMGC Contractor cannot demonstrate that they can complete the work for the overall project within the project budget.

### 2.2.3 Scope of Work (Construction Services)

If the CMGC Contractor and MnDOT are able to agree to a GMP, and the CMGC Contractor complies with DBE requirements and all other conditions of award, the CMGC Contractor shall:

- Execute a contract with MnDOT.
- Construct and manage all construction related contracts while meeting all Project requirements and Federal Contract requirements, as per MnDOT Standard Specifications and the prepared bid package.
- Substantially complete the construction no later than listed in Section 2.2.4.

### 2.2.4 Estimated Cost; Maximum Time Allowed

The estimated cost of the Project is between \$90 - \$120 million. All aspects of the project are expected be completed and open to traffic no later than December 1, 2019.

**2.3 Project Schedule**

The SOQ due dates stated below apply to this RFQ. MnDOT also anticipates the following additional Project milestone dates. This schedule is subject to revision and addenda to this RFQ.

**PROCUREMENT SCHEDULE**

<b>MILESTONE</b>	<b>DATE</b>
Issue LOI	June 18, 2013
Issue CMGC RFQ	August 1, 2013
Deadline for Submitters to Submit SOQs	<del>August 19</del> <u>September 4,</u> 2013
Shortlisting of CMGC Contractors for RFP	<del>August 30</del> <u>September 20,</u> 2013
CMGC RFP Issued	September <del>23</del> , 2013
Deadline for Submitters to Submit Requests for Clarification on the RFP	<del>September 23</del> <u>October 21,</u> 2013
Responses to Requests for Clarification on RFP Issued	<del>September 26</del> <u>October 25,</u> 2013
Deadline for Submitters to Submit Proposal	<del>October 8</del> <u>November 15,</u> 2013
Hold Interviews	<del>October 16</del> <u>December 5,</u> 2013
CMGC Contractor Selected	<del>October 25</del> <u>December 12,</u> 2013
Pre-Construction Services Contract Negotiated	<del>January</del> <u>November 2014</u> <del>3</del>

**PRELIMINARY PROJECT SCHEDULE (Key Milestones)**

<b>MILESTONE</b>	<b>DATE</b>
Start Construction	Summer / Fall 2014
Place Traffic on new Bridge No. 85851 Phase I	Fall 2016
Substantial Completion of the Overall Project	Fall 2019 / Spring 2020

**2.4 MnDOT Project Management; Ex Parte Communications**

Terry Ward is MnDOT’s Project Manager. As MnDOT’s Project Manager, Terry Ward is MnDOT’s sole contact person and addressee for receiving all communications about the Project. Only written inquiries will be accepted. Except as permitted by Section 7.1 and below, all inquiries and comments regarding the Project and the procurement thereof must be made by e-mail or letter to:

Mail Delivery: Terry Ward  
 CMGC Project Manager  
 Minnesota Department of Transportation  
 District 6  
 2800 48<sup>th</sup> Street NW

Rochester, MN 55901-5848

E-mail: [terry.ward@state.mn.us](mailto:terry.ward@state.mn.us)

CMGC programmatic questions must be e-mailed or by letter (written inquiries only) to MnDOT’s CMGC Program Manager:

Mail Delivery: Kevin Hagness  
CMGC Program Manager  
Minnesota Department of Transportation  
395 John Ireland Blvd  
MS 650  
St Paul, MN 55155

E-mail: [kevin.hagness@state.mn.us](mailto:kevin.hagness@state.mn.us)

Note: Questions related to any protest, see Section 7.

During the Project procurement process, commencing with issuance of this RFQ and continuing until award of a contract for the Project (or cancellation of the procurement), no employee, member or agent of any Submitter shall have any ex parte communications regarding this procurement with any member of MnDOT or the Federal Highway Administration, their advisors (i.e. cities, counties) or any of their contractors or consultants involved with the procurement, except for communications expressly permitted by the MnDOT Project Manager and this RFQ (or, subsequent to issuance of the RFP).

**Any Submitter engaging in such prohibited communications may be disqualified at the sole discretion of MnDOT.**

## 2.5 Questions and Clarifications; Addenda

All questions and answers will be posted on MnDOT’s Consultant Services Web Page at [www.dot.state.mn.us/consult/](http://www.dot.state.mn.us/consult/) under the “P/T Notices” section and at MnDOT’ CMGC webpage at (<http://www.dot.state.mn.us/const/tools/const-manager-general-contractor.html>). All prospective responders will be responsible for checking the web page for any addendums to this Informal Solicitation and any questions that have been answered. **Please note that questions will be posted verbatim as submitted.**

Questions regarding this informal solicitation must be received by MnDOT no later than 2:00 p.m. Central Daylight Time on ~~August 7~~22, 2013

MnDOT **anticipates** posting answers to such questions no later than 2:00 p.m. Central Daylight Time on August ~~8~~26, 2013.

No other MnDOT personnel are authorized to discuss this solicitation before the submission deadline. Contact regarding this solicitation with any personnel not listed above may result in disqualification.

Any changes that need to be made to this RFQ will be posted MnDOT’s Consultant Services Web Page at [www.dot.state.mn.us/consult/](http://www.dot.state.mn.us/consult/) under the “P/T Notices” section.

## 2.6 Organizational Conflicts of Interest

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

In addition, MnDOT has developed a policy regarding conflict of interest related to CMGC projects. A copy of this policy is posted on MnDOT’s CMGC website: <http://www.dot.state.mn.us/const/tools/const-manager-general-contractor.html>

The Submitter is prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to MnDOT Consultant/Technical Support firms listed in Section 1.4.

The Submitter agrees that, if after award, an organizational conflict of interest is discovered, the Submitter must make an immediate and full written disclosure to MnDOT that includes a description of the action that the Submitter has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MnDOT may, at its discretion, cancel the CMGC contract for the Project. If the Submitter was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MnDOT, MnDOT may terminate the contract for default.

## **2.7 Changes to Organizational Structure**

After submittal of a qualification package, Key Personnel may not be removed, replaced, or added without the written approval of the MnDOT Project Manager. It is expected that Key Personnel presented in the qualification package will be available for the duration of the Project. Any changes to Key Personnel will require approval from the MnDOT Project Manager and may result in termination of the contract.

To qualify for approval, a written request shall be submitted and document that the proposed removal and replacement, or addition will be equal to or better qualified than the Key Personnel provided in the qualification package. MnDOT will only allow changes in Key Personnel when caused by circumstances outside the control of the CMGC Contractor (i.e., employee leaves employment with the CMGC Contractor). Changes to Key Personnel for the convenience or benefit of the Contractor will not be allowed.

## **2.8 Past Performance or Experience**

Past performance or experience does not include the exercise or assertion of a person's legal rights.

## **2.9 Equal Employment Opportunity**

The Submitter will be required to follow both State of Minnesota and Federal Equal Employment Opportunity (EEO) policies.

In accordance with the Minnesota Human Rights Act, Minnesota Statute 363.03 Unfair Discriminatory Practices, MnDOT will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

In accordance with Minnesota Human Rights Act, Minnesota Statute 363.073 Certificates of Compliance for Public Contracts, and 363.074 Rules for Certificates of Compliance, MnDOT will assure that appropriate parties to any contract entered into pursuant to this advertisement possess valid Certificates of Compliance. Any Submitter that is not a current holder of a compliance certificate issued by the Minnesota Department of Human Rights must contact the Department of Human Rights immediately for assistance in obtaining a certificate.

## **2.10 Disadvantaged Business Enterprises**

It is the policy of MnDOT that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in part with public funds. Consistent with this policy, MnDOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT)-assisted contract because of sex, race, religion, or national origin. MnDOT has established a DBE program in accordance with regulations of the DOT, 49 CFR Part 26. In this regard, the CMGC Contractor will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform the contract. Additional DBE requirements will be set forth in the RFP.

MnDOT will determine a DBE goal for this project. The DBE goal, which will be identified once the design of the project is nearing completion, will apply to the construction of the project. There will not be a DBE goal for the preconstruction Professional/Technical services contract. MnDOT's updated directory of DBE contractors can be viewed at the following website: <http://www.dot.state.mn.us/eeocm/index.html>.

## **2.11 Federal Lobbying Restrictions**

Section 1352, Title 31, United States Code (U.S.C.), prohibits federal funds from being expended by the recipient or any lower tier subrecipient of a federal aid contract to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. Section 1352 also requires Submitters to disclose any funds expended for lobbying in connection with a federal aid contract, as well as requiring disclosure by lower-tier contractors of funds expended for lobbying in connection with subcontracts exceeding \$100,000.

## **2.12 U.S. Department of Transportation “Hotline”**

The U.S. Department of Transportation (USDOT) provides a toll-free “hotline” service to report bid rigging activities. Bid rigging activities can be reported Monday through Friday, between 8:00 a.m. and 5:00 p.m., Eastern Time, telephone (800) 424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report these activities. The hotline is part of the USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and it is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

## **2.13 Notices**

Submitter shall take note of the information provided and Notice to Submitters included as Attachments 1, 2 and 3 hereto.

## **3.0 CONTENT IN STATEMENT OF QUALIFICATIONS; OFGANIZATION; HOW INFORMATION IN THE STATEMENT OF QUALIFICATIONS WILL BE USED**

A submission of a Statement of Qualifications (SOQ) in response to this RFQ indicates the Submitter's acceptance of the evaluation process as detailed in Section 4.0 and the recognition that subjective judgments must be made by the Selection Committee during the evaluation process and in its final selection.

This section describes the order of and specific information that must be included in the SOQ. SOQs must follow the outline of this section. Submitters shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation criteria described in this RFQ.

Documents submitted pursuant to this RFQ will be subject to the Minnesota Government Data Practices Act.

Some of the information requested in this RFQ is for informational purposes only, while other information will be used in the qualitative analysis of the SOQs. MnDOT will initially review SOQs to determine whether the SOQ, on its face, is responsive to this RFQ per section 4.1. A SOQ will be, on its face, responsive to this RFQ if it appears to include all of the components of information required by this RFQ in the manner required by this RFQ. This initial review does not include any qualitative assessment as to the substance of the information submitted. Those SOQs that pass this review will then be reviewed on a qualitative basis according to the criteria specified in Section 4.2.

Failure to comply with the requirements contained in the RFQ may be subject for rejection of the SOQ. Any SOQ that fails to meet the deadline or delivery requirements will be rejected and returned to the Submitter without having been considered or evaluated.

The following Sections 3.1 through 3.7 describe the information that is required and how it will be used.

### **3.1 Introduction**

The introduction shall include a Cover Letter stating the business name, address, business type (e.g., corporation, partnership, joint venture) and roles of the Submitter (and Subcontractors-optional). Identify one contact person and his or her address, telephone and fax numbers, and e-mail address. This person shall be the single point of contact on behalf of the Submitter organization, responsible for correspondence to and from the organization and MnDOT. MnDOT will send all Project-related communications to this contact person. Authorized representatives of the Submitter organization must sign the letter. If the Submitter is a joint venture, the joint venture members must sign the letter. If the Submitter is not yet a legal entity, they must sign the letter. The letter must certify the truth and correctness of the contents of the SOQ. The Cover Letter shall be limited to one page.

The Introduction must also include a Table of Contents. The Table of Contents shall be limited to one page.

This information will be used to identify the Submitter and its designated contact, and will be reviewed for responsiveness in accordance with Section 4.1 and not as part of the qualitative assessment of the SOQ.

### **3.2 Project Team/Capability**

Submitters should describe their Key Personnel proposed for the Project, the organization of the team, and the team's working history and capability as it relates to Bridge and Roadway Construction Projects. Submitters shall include a graphic organizational structure chart of the proposed team and description of the items listed in Section 4.2.1. The information required by this section will be used in the qualitative assessment of the proposal.

### **3.3 Concrete Segmental Box Girder Bridge Experience**

Submitters should demonstrate their Project Team's success on construction of Concrete Segmental Bridges. Submitters shall include a description of the items listed in Section 4.2.2. The information required by this section will be used in the qualitative assessment of the SOQ.

### **3.4 Bridge Rehabilitation Experience**

Submitters should demonstrate their success on Rehabilitation of Bridges. Submitters shall include a description of the items listed in Section 4.2.3. The information required by this section will be used in the qualitative assessment of the SOQ.

### **3.5 Major River Crossing Experience**

Submitters should demonstrate their successful construction of Major River Bridge Crossings. Submitters shall include a description of the items listed in Section 4.2.4. The information required by this section will be used in the qualitative assessment of the SOQ.

### **3.6 Historic Bridge Rehabilitation and Reconstruction Experience**

Submitters should demonstrate their successes on Historic Bridge Rehabilitation and Reconstruction Experience with respect to working relationships with the SHPO and local communities. Submitters shall include a description of the items listed in Section 4.2.5. The information required by this section will be used in the qualitative assessment of the SOQ.

### **3.7 Legal and Financial**

The information required in response to Sections 3.7.1, 3.7.3, 3.7.4 and 3.7.5 shall be submitted as Appendix B – Legal and Financial. Information provided in response to these sections will not count towards the overall page limitation defined in Section 5.2. Information required by this section will be evaluated on a pass/fail basis.

#### **3.7.1 Acknowledgment of Clarifications and Addenda**

Identify all clarifications and addenda received by number and date.

#### **3.7.2 Organizational Conflicts of Interest**

Identify all relevant facts relating to past, present or planned interest(s) of the Submitter’s team (including the Submitter, proposed consultants, contractors and subcontractors, and their respective chief executives, directors and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFQ. See Section 2.6.

Disclose: (a) any current contractual relationships with MnDOT (by identifying the MnDOT contract number and Project Manager); (b) present or planned contractual or employment relationships with any current MnDOT employee; and (c) any other circumstances that might be considered to create a financial interest in the contract for the Project by any current MnDOT employee if the Submitter is awarded the contract. The Submitter must also disclose any current contractual relationships with the firms listed in Section 1.4 and other key stakeholders (cities, counties). The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

For any fact, relationship or circumstance disclosed in response to this Section 3.7.2, identify steps that have been or will be taken to avoid, neutralize or mitigate any organizational conflicts of interest.

In cases where different Submitter organizations belong to the same parent company, each Submitter must describe how the participants would avoid conflicts of interest through the qualification phase of the Project.

The required information for Organizational Conflicts of Interest shall be submitted as Appendix C – Organizational Conflicts of Interest. Information provided in response to this section will not count towards the overall page limitation defined in Section 5.2.

### **3.7.3 Legal Structure**

If the Submitter organization has already been formed, provide complete copies of the organizational documents that allow, or would allow by the time of contract award, the Submitter to conduct business in the State of Minnesota (e.g.: Certificate of Good Standing). If the Submitter organization has not yet been formed, provide a brief description of the proposed legal structure or draft copies of the underlying agreements.

### **3.7.4 Bonding Capability**

Provide a letter from a surety or insurance company stating that the Submitter is capable of obtaining a performance bond and payment bond covering the Project in the amount of \$120 million. Letters indicating “unlimited” bonding capability are not acceptable. The surety or insurance company providing such letter must be authorized to do business in the State of Minnesota with an A.M. Best Co. "Best's Rating" of A- or better and Class VIII or better.

### **3.7.5 Submitter Information**

For the Submitter (if the Submitter is not yet existing or newly formed, please explain), each, and any affiliate of the Submitter or a (including the firm’s parent company, subsidiary companies, and any other subsidiary or affiliate of the firm’s parent company) whose experience is cited as the basis for the firm’s qualifications:

- a) Describe any project that resulted in assessment of liquidated damages, stipulated damages or monetary deductions for not meeting intermediate and completion deadlines against the firm within the last five years. Describe the causes of the delays and the amounts assessed. Describe any outstanding damage claims for projects in which any firm was involved within the last five years.
- b) Describe the conditions surrounding any contract (or portion thereof) entered into by the firm that has been terminated for cause, or which required completion by another party, within the last five years. Describe the reasons for termination and the amounts involved.
- c) Describe any debarment or suspension from performing work for the federal government, any state or local government, or any foreign governmental entity, against the firm.

For each description, identify the project owner’s representative and current phone number. Indicate “None” to any subsection above that does not apply.

## **3.8 Withdrawal or Modification**

A SOQ may be withdrawn and resubmitted any time prior to the deadline for submitting the SOQ. No SOQ may be changed, amended, or modified after the deadline for submitting the SOQ. No SOQ may be withdrawn after the deadline for submitting the SOQ without a written request by the Submitter stating the reasons for withdrawing the SOQ and acceptance of the request by MnDOT. All decisions are at the sole discretion of MnDOT.

### 3.9 Ownership of Statement(s) of Qualifications

SOQs and any other information submitted by the Submitter(s) shall become the property of MnDOT.

### 4.0 EVALUATION PROCESS

SOQs will initially be evaluated to determine if the Submitter has met the minimum requirements of the SOQ. MnDOT, in its sole discretion, reserves the right to seek clarification and/or supporting documentation from Submitters at any time during the SOQ review process.

Once a SOQ has been determined to meet the minimum requirements, MnDOT will evaluate the SOQ relative to the MnDOT Project Goals as described in Section 1.2 and scoring criteria as listed herein to determine the total score. The qualitative evaluation score will be determined as follows:

- The MnDOT Selection Committee will review each SOQ identifying significant and minor strengths and weaknesses of the Submitter.
- Strengths and weaknesses are defined as follows:
  - Strengths – That part of the SOQ which ultimately represents a clear benefit, advantage or value added to the Project and is expected to increase the Submitter’s ability to meet or exceed the Project Goals. A minor strength has a slight positive influence on the Submitter’s ability to meet or exceed the Project Goals, while a significant strength results when a submitter clearly demonstrates a benefit, advantage or value added that has a considerable positive influence on the Submitter’s ability to meet or exceed the Project Goals.
  - Weaknesses – That part of the SOQ which detracts from the Submitter’s ability to meet the Project Goals or may result in an inefficient or ineffective performance. A minor weakness has a slight negative influence on the Submitter’s ability to meet the Project Goals, while a significant weakness has a considerable negative influence on the Submitter’s ability to meet the Project Goals.

Based on the identified strengths and weaknesses, the Selection Committee will select an objective rating and select a percent of maximum score in the identified range.

The following rating system will be used in determining the value for each Scoring Element of the SOQ:

- **Excellent (90-100% of points possible):** The Submitter demonstrates a complete understanding of the subject and approaches it with unique, innovative and/or well proven methods. The Submitter communicates an outstanding level of quality. The Submitter’s qualifications for the subject are exceptional. The Submitter demonstrates through verifiable sources past relevant experience for personnel assigned to the Project with respect to their proposed roles. In an exceptional rating, there are clear advantages, benefits or value added to the proposed approach.
- **Very Good (70-80%):** The Submitter demonstrates a good understanding of the subject and an approach that meets the stated requirements and objectives of this Project. The Submitter communicates a high level of quality. The Submitter’s qualifications are above average. The Submitter demonstrates through verifiable sources past relevant experience for personnel assigned to the Project with respect to their proposed roles at an above-average rating. There are few to no identified weaknesses or deficiencies for the subject. There are perceived advantages, benefits or value added to the proposed approach.

- **Good (40-60% of points possible):** The Submitter demonstrates a general understanding of the subject and an approach containing some weaknesses/deficiencies regarding the stated requirements and objectives of this Project. The Submitter communicates an average level of quality. The Submitter’s qualifications are adequate. Verifiable source provide an acceptable rating. There is more perceived advantage, benefit or value added than perceived weakness or deficiencies.
- **Fair (20-30% of points possible):** The Submitter demonstrates a vague understanding of the subject and an approach containing significant weaknesses/deficiencies regarding the stated requirements and objectives of the Project. The Submitter communicates a below-average level of quality. The Submitter’s qualifications raise questions about the Submitter’s ability to successfully complete the Project. Verifiable sources provide a neutral to unfavorable rating.
- **Poor (0-20% of points possible):** The Submitter demonstrates insufficient understanding of the subject and an approach that fails to meet the stated requirements and objectives of the Project. The Submitter communicates a low level of quality. The Submitter’s qualifications do not indicate the likelihood that the work will be completed successfully. Verifiable sources provide an unfavorable rating.

A score will be calculated for each Qualitative Evaluation Criteria by multiplying the percentage of maximum score by the points available.

MnDOT reserves the right to conduct an independent investigation of any information, including prior experience, identified in the SOQ by contacting project references, assessing public information, contacting independent parties or other means. MnDOT further reserves the right to request additional information from a Submitter during the evaluation of the SOQ. MnDOT retains this right up to, and including, the award of the contract.

The Submitters selected to be on the CMGC Contractor shortlist will be the firms whose verified experience and qualifications, as presented in response to this RFQ and reference checks, in the opinion of MnDOT, as offering the most experience, expertise and value to MnDOT and the Project. The Selection Committee will review and evaluate the SOQs throughout the selection process on the following general criteria. It should be noted that this is not a complete list, and should not be considered a “checklist”, but rather a reference.

#### 4.1 Pass / Fail Evaluation Criteria

MnDOT will initially review the SOQs for responsiveness to the content requirements of this RFQ. Then the information in each responsive SOQ will be measured against the evaluation criteria stated in Section 4.2.

#### 4.2 Qualitative Evaluation Criteria

For each of the Sections 4.2.2, 4.2.3, 4.2.4, and 4.2.5, the submitter shall select two to three most relevant projects ongoing or completed in the last 5 to 7 years and provide, at a minimum, the following information which may be provided in an experience table:

- The project/contract name
- Year (award year and completed year)
- Project description

- Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders
- Key assigned in-house staff (name and title)
- Subcontracts (service) used in the performance of the contract
- Coordination with stakeholders, if any
- Provide two reference contacts with telephone numbers. At least one reference should be the project owner

#### **4.2.1 Project Team/Capability – 20 Points**

##### **Project Team/Key Personnel**

Provide a description of the composition of the Project Management Team. If the team is a joint venture or association, indicate specific responsibilities of each member and firm of the team.

Describe job descriptions, responsibilities and authority for the Key Personnel listed below. No additional Value Added positions will be considered in the Evaluation process, should a proposer identify additional team members. Identify and discuss their qualifications and provide resumes with two references for each position in Appendix A to the SOQ. DO NOT provide any resumes outside of the 5 key positions described below. Key Personnel and their minimum qualifications are defined as follows:

##### Project Manager

- Overall Project Manager for the CMGC services and construction services.
- This Project Manager is expected to be involved in the CMGC services and help with continuity in the construction phases.
- This person will be the main point of communication to the Project Team.
- 5 years recent experience managing the construction of projects of similar scope and complexity preferred, or have served in this same capacity on two completed projects.
- Have authority to bind CMGC Contractor on all matters relating to the Project. Must have authority to sign Change Orders up to \$100,000.

##### Construction Manager

- Experienced in overall construction management.
- Experienced with design plan constructability reviews.
- Must have experience as a construction manager, including managing the construction of at least one project of similar scope and complexity (10 years preferred). The similar scope and complexity experience may be

obtained from multiple projects rather than from a single project containing all of the similar scope and complexity requirements.

Lead Cost Estimator

- Experienced construction cost estimator.
- Involved during OPCCs, GMPs, and at key meetings where price, risk, and assumptions are discussed.

Construction Specialist

- Up to two other persons that the Submitter considers as key to the success of the Project should be included.
- This position may not be project owners or principals.
- Define the value that these two construction specialists bring to the project.

Present a brief discussion regarding how the team's qualifications and experience relate to this Project. Include the following:

- Provide a graphic organizational structure chart, complete with working titles for the Project Team in both construction and design. The graphic organization structure chart is limited to one-page and will not include any additional narrative.
- Describe how the proposed Key Personnel will help meet the stated Project Goals and build a collaborative Project Team.
- Unique knowledge of Key Personnel related to the Project.
- Commitment of time and availability of Key Personnel members.
- Experience of the proposed Key Personnel successfully working together as an integrated team.

Project Team/key personnel will be evaluated based on:

Project Manager:

- Experience relative to the minimum requirements defined and relevance to this Project.
- Experience and value that Project Manager brings to the project.
- Experience managing projects of similar scope and complexity.
- Demonstrated commitment of Project Manager throughout the duration of the project.
- Experience relative to achieving the project goals.
- Track record for collaborative teaming on past projects.

Construction Manager:

- Experience relative to the minimum requirements defined and relevance to this Project.
- Experience and value that Construction Manager brings to the project.
- Experience managing similar projects.
- Experience and capabilities relevant to the project goals and conditions.
- Experience providing constructability reviews supported by documentable cost savings on past projects
- Track record for collaborative teaming on past projects.

Lead Cost Estimator:

- Overall experience and value that Lead Cost Estimator brings to the project.
- Experience and capabilities relevant to the project goals and conditions.
- Experience estimating projects of similar size and complexity.
- Track record for collaborative teaming on past projects.
- Availability to the project team during the CMGC process and proposed role of the Lead Estimator during the process and at key milestones during the preconstruction phase of the project.

Construction Specialist(s):

- Experience of the Construction Specialist(s) and why they bring value and benefit to the team.
- Documentable time or cost savings that the Construction Specialist brought to past projects.
- Experience and capabilities relevant to the project goals and conditions.
- Demonstrated that the Construction Specialist is not the firm owner or -principal.

## **Project Team Capability**

Prior Experience/Performance/References:

- Provide examples or a list of previous experience relevant to this Project depicting the Key Personnel and the Company as it relates to the success of the Project.
- Provide a brief explanation on why the proposed team is qualified to be successful in a CMGC contracting environment, including any past experience (a) working with owners on collaborative problem solving and (b) mitigating project risks, including schedule risk.

- MnDOT may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

Project Team Capability will be evaluated based on:

- Listed experience is comparable in size, complexity, schedule, or challenges.
- Relevance of listed experience with respect to achieving goals of the project.
- Relevance of the proposed team and listed experience related to qualifications to be successful in a CMGC contracting environment, including collaborative problem solving and mitigation of risks associated with a Project.
- Combined strength of the team and ability to work together to be successful in a CMGC contracting environment.

#### **4.2.2 Concrete Segmental Box Girder Bridge Experience – 20 Points**

Prior Experience/Performance/References:

- Provide examples or a list of previous experience relevant to this Project depicting the experience in Cast-In-Place Concrete Bridge Structure as it relates to the success of the Project.
- Provide examples or a list of previous experience relevant to this Project depicting the experience in Precast Concrete Bridge Structure as it relates to the success of the Project.
- Describe your team’s past experience managing and mitigating risks associated with concrete segmental box culvert bridge construction projects.

#### **4.2.3 Bridge Rehabilitation Experience – 20 Points**

Prior Experience/Performance/References:

- Provide examples or a list of previous experience relevant to this Project depicting Bridge Rehabilitation Experience as it relates to the success of the Project.
- Describe your team’s past experience managing and mitigating risks associated with concrete bridge rehabilitation projects.

#### **4.2.4 Major River Crossing Experience – 20 Points**

Prior Experience/Performance/References:

- Provide examples or a list of previous experience relevant to this Project depicting the successful experience as it relates to Major River Crossing Experience.
- Describe your team’s past experience managing and mitigating risks associated with bridge construction over a major river crossing.

#### 4.2.5 Experience with Historic Bridge Standards – 20 Points

Prior Experience/Performance/References:

- Provide examples or a list of previous experience relevant to this Project depicting the experience as it relates to Maintain National Historical Preservation Standards on an Existing Bridge as it relates to the success of the Project.
- MnDOT may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

Sections 4.2.2 through 4.2.5, will be evaluated on:

- Listed experience relevant to the size, scope and complexity of the Winona project.
- Performance record on listed projects specifically related to completing the projects on-time and within budget.
- Solutions provided on past project overcoming challenges.
- Collaboration with Owners on similar past project to resolve challenges.
- Risk mitigation measures used on similar past projects including any tangible time or cost savings.

#### 4.3 Determining Short listed Submitters

- MnDOT will total the scores for each responsive SOQ and prepare a ranked list of Submitters. MnDOT anticipates short-listing at least three most highly qualified Submitters that submit SOQs.
- MnDOT reserves the right, in its sole discretion, to cancel this RFQ, issue a new request for qualifications, reject any or all SOQs, seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, seek and receive clarifications to an SOQ and waive any deficiencies, irregularities or technicalities in considering and evaluating the SOQs.
- This RFQ does not commit MnDOT to enter into a contract or proceed with the procurement of the Project. MnDOT assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred by the parties responding to this RFQ. All such costs shall be borne solely by each Submitter. In addition, MnDOT assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred by the parties if MnDOT elects to not issue an RFP for the Project.

#### 4.4 Notification of Short listing

Upon completion of the evaluation, scoring and short listing process, MnDOT will send the list of short listed Submitters (if any) to all Submitters. MnDOT will also publish the list on the Consultant Services Web Page at [www.dot.state.mn.us/consult/](http://www.dot.state.mn.us/consult/) under the “P/T Notices” section.

## 4.5 Debriefing Meetings

Once MnDOT announces the short list of CMGC Contractors, MnDOT may arrange debriefing meetings with Submitter organizations. The purpose of a debriefing meeting is for MnDOT to provide informal and objective comments to a Submitter on MnDOT's review of their SOQ, and provide feedback that may help Submitters improve their SOQs for future procurements. A debriefing meeting also provides an informal setting to discuss this RFQ and the procurement process; however, the Submitter should not use the debriefing meeting as a forum in which to address issues raised in any Protest under Section 7. If a Submitter has filed a protest under Section 7, and the Submitter also requests a debriefing meeting, the debriefing meeting will be scheduled to occur after MnDOT has issued a final agency decision regarding the merits of the Protest as provided in Section 7.

## 5.0 PROCEDURAL REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS SUBMITTAL (TIME, PLACE, FOREMAT)

The following section describes requirements that all Submitters must satisfy in submitting SOQs. Failure of any Submitter to submit their SOQ as required in this RFQ may result in rejection of its SOQ.

### 5.1 Due Date, Time and Location

All SOQs **must be received** by 9:00 a.m., Central Daylight Time, on the SOQ due date indicated in Section 2.3, and must be delivered by e-mail in pdf format to:

Kevin Hagness  
Minnesota Dept of Transportation  
395 John Ireland Blvd, MS 650  
St. Paul, MN 55128  
[kevin.hagness@state.mn.us](mailto:kevin.hagness@state.mn.us)

The maximum e-mail size MnDOT can receive is 10 MB. If necessary, break the pdf into multiple e-mails to meet this requirement. **Any SOQ that fails to meet the deadline or delivery requirement will be rejected without consideration or evaluation.** Submitters will receive a confirmation email upon successful delivery to MnDOT. Responders are advised of the potential for delay in email transmissions and are advised to submit email with enough time to ensure successful transmission. MnDOT's determination of the time the submission was received by MnDOT will be final and conclusive.

### 5.2 Format

There are no maximum page limits to the Appendices (except for Appendix A), but the Appendices shall only contain information relevant to the requested Appendix information in this RFQ. Appendices shall not be used to further enhance a SOQ beyond these requirements. The SOQ shall contain the following Appendices:

- Appendix A – Resumes of Key Personnel (maximum of a one page resume per position)
- Appendix B - Legal and Financial
- Appendix C – Organizational Conflicts of Interest

Section dividers in the pdf submittal shall only be used to convey the heading of the section and shall not be used to supplement or enhance any information included in the SOQ (photos, but not photo renderings, on the dividers are acceptable). MnDOT discourages lengthy narratives containing extraneous information.

The front cover of each SOQ must be labeled with “TH 43 Winona Bridges Project” and “” and the date of submittal.

- **Language:** All information including dimensions shall be in English.
- **Font:** All narrative text shall be Times New Roman, a minimum of twelve (12) points in size and single spaced. The cover font can be larger. Text contained in graphics (including the graphical organization structure chart of the proposed team), the experience table, and Appendix A shall be no smaller than 10-point Times New Roman.
- **Page Size:** All information shall be formatted for 8.5-inch x 11-inch paper except for the graphical organization structure chart of the proposed team and the experience table which may be formatted for 11-inch x 17-inch paper.
- **Page Margins:** Page margins shall be set at 0.75 inches minimum, not including headers or footers.
- **Table of Contents:** Include a Table of Contents that provides page number references.
- **Page Limit:** SOQ(s) shall not exceed 6 (six) single-sided pages in length (excluding appendices). Cover letter, Table of Contents, graphic organizational structure chart of the proposed team, section dividers, appendices and required forms are not included in page limits.
- **Dividers:** Section dividers as part of the pdf, for the ease of finding information in the SOQ, are welcomed.
- **Binding:** No binding is required. This is an electronic submittal as outlined in Section 5.1.
- **Front Cover:** The front cover of each SOQ shall be clearly labeled with the Project name, along with the Submitter’s name.

### 5.3 Disqualification

Failure to use a sealed package or to properly identify and label any qualification package may result in failure of the SOQ to be timely delivered and/or an inadvertent opening prior to the appointed time and place. **Any SOQ that is not timely delivered will not be considered.** If any SOQ is inadvertently opened, MnDOT may determine that the evaluation process has been compromised and disqualify the SOQ. Submitter will be entirely responsible for any consequences, including disqualification of the SOQ that result from Submitter’s failure to follow the instructions in the RFQ. It is Submitter’s sole responsibility to see that its SOQ is received as required. Failure to respond or to provide requested information may result in a determination by MnDOT, in its sole discretion, that a SOQ is non-responsive.

### 6.0 MNDOT’S RIGHTS

Submitter is solely responsible for ensuring that its SOQ is clear, correct, and internally consistent. MnDOT reserves the right, at its sole discretion (but is not obligated), to:

- a) Investigate the qualifications of any Submitter
- b) Seek or obtain data from any source related to the SOQs

- c) Require confirmation of information furnished by a Submitter
- d) Require additional information from a Submitter concerning its SOQ
- e) Seek and receive clarifications to a SOQ
- f) Require additional evidence of qualifications to perform the Work
- g) Modify the RFQ process
- h) Waive minor deficiencies and irregularities in a SOQ
- i) Reject any or all of the SOQs
- j) Cancel, modify, or withdraw the RFQ
- k) Issue a new RFQ
- l) Cancel a Contract signed by the selected CMGC Contractor but not yet executed by MnDOT

The RFQ does not commit MnDOT to enter into a Contract or proceed with the procurement described herein. By submitting a SOQ, the Submitter understands and acknowledges the following:

### **6.1 Assumed Requirements**

The SOQ presented is based on assumed requirements of the proposed Project; and, that MnDOT has made no written or oral representations that any such assumed requirements are accurate should a contract arise from the presented SOQ. Submitter is required to qualify all assumptions it makes.

### **6.2 Cost of Submission**

All costs incurred by the Submitter as a result of the Submitter's efforts to participate in this selection process shall be at the sole risk and obligation of the Submitter.

### **6.3 Reimbursement**

MnDOT will not provide compensation to the Submitter for any expenses incurred for the SOQ preparation.

### **6.4 Award of Contract**

MnDOT makes no guarantee that an award will be made as a result of this RFQ, and reserves the right to accept or reject any or all SOQs, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting contract when deemed to be in the Project's best interest. Representations made within the SOQ will be binding on responding firms.

## **7.0 PROTEST PROCEDURES**

This section sets forth the exclusive protest remedies available with respect to this RFQ. Each Submitter, by submitting its SOQ, expressly recognizes the limitation on its rights to protest contained herein. These provisions are included in this RFQ

expressly in consideration for such waiver and agreement by the Submitters. Such waiver and agreement by each Submitter are also consideration to each other Submitter for making the same waiver and agreement.

If a Submitter disregards, disputes or does not follow the exclusive protest remedies set forth in this RFQ, it shall indemnify, defend, protect and hold harmless MnDOT, its officers, officials, employees, agents, representatives and consultants from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees and damages incurred or suffered as a result. The submission of a SOQ by a Submitter shall be deemed the Submitter's irrevocable and unconditional agreement with such indemnification obligation.

## **7.1 Protests Regarding Facially Apparent Deficiencies in RFQ and Selection Procedures**

The Submitter may protest the terms of this RFQ or selection procedures prior to the time for submission of SOQs on the grounds that (a) a material provision in this RFQ or selection process is ambiguous, (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement, or (c) this RFQ in whole or in part exceeds the authority of MnDOT. Protests regarding this RFQ and selection procedures shall be filed only after the Submitter has informally discussed the nature and basis of the protest with MnDOT's CMGC Program Manager in an effort to remove the grounds for protest.

Protests regarding this RFQ shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Protests regarding this RFQ shall be filed as soon as the basis for protest is known to the Submitter, but in any event it must be actually received no later than ten calendar days before the SOQ due date, provided that protests regarding an addendum to this RFQ shall be filed and actually received no later than five calendar days after the addendum to this RFQ is issued (or no later than the SOQ due date, if earlier).

Protests regarding this RFQ shall be filed in writing by hand delivery or courier to the Protest Official with a copy to MnDOT's CMGC Program Manager. The "Protest Official" is:

Kent Allin, Materials Management Division  
Department of Administration  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155

MnDOT will distribute copies of the protest to the other Submitters and may, but need not, request other Submitters to submit statements or arguments regarding the protest and may, in its sole discretion, discuss the protest with the protesting Submitter. If other Submitters are requested to submit statements or arguments, they may file a statement in support of or in opposition to the protest within seven calendar days of the request. MnDOT may also file a written statement with the Protest Official.

No hearing will be held on the protest. The Protest Official or designee will review the facts and arguments presented in the written submissions and will decide the protest on the basis of the written submissions. The Protest Official will consider whether MnDOT's position (a) is reasonable, and (b) is in compliance with the Minnesota CMGC statute, Minn. Stat. §161.3207 et. seq. The protest Official will recommend to the MnDOT Commissioner whether any changes or addenda to

the RFQ and procurement process are warranted. The Protest Official's recommendation will be in writing and will state the reasons for the decision. MnDOT will furnish copies of the decision in writing to each Submitter. The Commissioner will issue MnDOT's final decision within ten calendar days of receiving the recommendation and include written reasons for the decision (or incorporate those of the Protest Official). The decision shall be final and conclusive. If necessary to address the issues raised in the protest, MnDOT will make appropriate revisions to this RFQ by issuing addenda. MnDOT may extend the SOQ due date, if necessary, to address any protest issues.

The failure of a Submitter to raise a ground for a protest regarding this RFQ within the applicable period shall constitute an unconditional waiver of the right to protest the terms of this RFQ and shall preclude consideration of that ground in any protest of qualification of a Submitter unless such ground was not and could not have been known to the Submitter in time to protest prior to the final date for such protests.

## **7.2 Protests Regarding Responsiveness or Short Listing**

A Submitter may protest the results of the above-described evaluation and qualification process by filing a written notice of protest by hand delivery or courier to the Protest Official with a copy to MnDOT's CMGC Program Manager. The notice of protest shall specifically state the grounds of the protest.

Notice of protest of any decision to accept or disqualify an SOQ on responsiveness grounds must be filed within five calendar days after the earliest of notification of non-responsiveness, the scheduled date for interviews (if any) or the public announcement of short listing. Notice of protest of the decision on short listing must be filed within five calendar days after the public announcement of short listing.

Within seven calendar days of the notice of protest, the protesting Submitter must file with the Protest Official, with a copy to MnDOT's CMGC Program Manager, a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. The protesting Submitter shall concurrently deliver a copy of the detailed statement to all other Submitters. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualification process and decisions thereunder, other than any protest based on facts not reasonably ascertainable as of such date.

MnDOT may, at its option, file a written response to the Protest with the Protest Official, with a copy to the Submitter. MnDOT will respond with 14 calendar days after receiving the protestor's detailed statement of protest.

The Protest Official will consider whether the Committee's decision (a) is reasonable; and (b) is in compliance with the Minnesota CMGC statute, Minn. Stat. §161.3207 et. seq. The Protest Official will review the facts and arguments presented in the written submissions of the protesting firm, and the written submission of MnDOT. The Protest Official will recommend, within 14 calendar days after MnDOT's response, that the MnDOT Commissioner, acting through the Committee, either (1) affirm the Committee's original decision; or, depending on the nature of the protest, (2) reinstate a firm disqualified on responsiveness grounds, or add a firm to the short list (if applicable). If MnDOT does not submit a written response, the Protest Official will make a recommendation within 21 calendar days upon the receipt of the detailed statement of protest. The Protest Official's recommendation will be in writing and include the reasons for the decision. The Commissioner will issue MnDOT's final decision within ten calendar days of receiving the recommendation, and include

written reasons for the decision (or incorporate those of the Protest Official). The Commissioner will deliver the written decision to the protesting Submitter.

If a notice of protest regarding responsiveness is filed prior to the interview process (if any), MnDOT may qualify Submitters before the protest is withdrawn or decided, unless the Protest Official or his designee determines, in his or her sole discretion, that it is in the public interest to postpone the qualification prior to a decision. Such a determination shall be in writing and shall state the facts on which it is based.

If the Protest Official or his designee concludes that the Submitter filing the protest has established a basis for protest, the Protest Official or his designee will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new request for SOQ or taking other appropriate actions.

### **7.3 Costs and Damages**

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. In addition, if the protest is denied, the Submitter filing the protest may be liable for MnDOT's costs reasonably incurred in defending against the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by MnDOT as a consequence of the protest. MnDOT shall not be liable for damages to the Submitter filing the protest or to any participant in the protest, on any basis, express or implied.

## EXHIBIT 1 - CMGC INTRODUCTION

Construction Manager/General Contractor (CMGC) is a contracting method that involves MnDOT executing a Professional / Technical (P/T) services contract with a firm (CMGC Contractor) to provide constructability and other services during the pre-construction phase of the Project. During this pre-construction phase, the CMGC Contractor performs a Construction Manager role. Once the pre-construction phase of the Project reaches the appropriate stage, the CMGC Contractor is given an opportunity to provide a proposed cost (“bid”) to construct the Project. The Owner then reviews the bid and if agreement is reached, the CMGC Contractor becomes the General Contractor for the construction phase of the Project. If the Owner and the CMGC Contractor fail to reach agreement on price, MnDOT has the option to terminate the CMGC Professional/Technical services contract without penalty or payment (except payment for pre-construction services) and procure the construction of the Project by some other method. If there are multiple work packages on a project, the CMGC contractor will be allowed to continue to perform construction services for previously awarded work packages, but MnDOT will procure future work packages by another procurement method. This RFQ uses the term “CMGC Contractor” when indicating the construction firm that will provide pre-construction services as Construction Manager and that may become the General Contractor if a MnDOT and the CMGC Contractor successfully agree upon an acceptable price for the work.

The intent is to form a partnership with MnDOT, the Design Consultant, and the CMGC 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 CMGC 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 CMGC Contractor will help minimize design elements that unnecessarily increase cost and improve the overall constructability of the Project.

The Integrated Project Team (MnDOT, Design Consultant, and the CMGC 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 CMGC Contractor provided model for estimating construction costs.

During the design process the CMGC Contractor works with the Design Consultant and the MnDOT 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 MnDOT, the Independent Cost Estimator, and the Design Consultant.
- Continually update, at the 30%, 60%, and 90% design submissions, a Project estimate and construction schedule.
- Integrate Disadvantaged Business Enterprises (DBEs) in the Project as required during the CMGC 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%, 60%, and 90% design submissions.
- Provide progressively refined Construction Cost Estimates at the 30%, 60%, and 90% design submissions.
- Continually provide informal input on constructability, value engineering, and cost as requested.
- Prepare Construction Bid Price Proposals for MnDOT with appropriate backup documentation for all construction, early work, and procurement PS&E packages.
- Develop, propose, and track innovations for Project construction.

If the CMGC Contractor is awarded a 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 MnDOT and the CMGC Contractor cannot reach agreement on a construction contract, MnDOT 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 CMGC 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 CMGC Contractor with the understanding that work on early phases does not a guarantee the CMGC 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.

## ATTACHMENT 1

Prompt Payment  
December 2002

### NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

16A.1245 Prompt payment to subcontractors.

Each state agency contract must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

HIST: 1990 c 541 s 1

337.10 Building and construction contracts; prohibited provisions.

Subd. 3. Prompt payment to subcontractors. A building and construction contract shall be deemed to require the prime contractor and all subcontractors to promptly pay any subcontractor or material supplier contract within ten days of receipt by the party responsible for payment of payment for undisputed services provided by the party requesting payment. The contract shall be deemed to require the party responsible for payment to pay interest of 1-1/2 percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney fees incurred in bringing the action. This subdivision does not apply to construction of or improvements to residential real estate as defined in section 326.83, subdivision 17, or to construction of or improvements to attached single-family dwellings, if those dwellings are used for residential purposes and have fewer than 13 units per structure.

HIST: 1997 c 127 s 1; 1998 c 289 s 1,2; 1999 c 116 s 2

## ATTACHMENT 2

Bid Rigging

### NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.