

OLR BILL ANALYSIS

SB 33 (LCO 473)

***AN ACT CONCERNING THE DEPARTMENT OF
TRANSPORTATION PROJECT DELIVERY***

SUMMARY:

This bill authorizes the transportation commissioner to designate that highway construction projects be built using either a (1) “construction-manager-at-risk” (CMAR) contract with a guaranteed maximum price or (2) design-build contract, as alternatives to the department’s traditional “design-bid-build” process. It describes how he must do this.

EFFECTIVE DATE: Upon passage

DIFFERENT BIDDING METHODS

Under current law, highway projects are bid under the “design-bid-build” contract method, in which a project’s design and construction phases are each put out to bid separately and performed by two independent contractors under two different contracts. The bill allows the commissioner to also designate specific highway construction projects to be put to bid under either a CMAR or design-build contract

Under the bill, a CMAR contract involves a single contract with an architect or engineer for the project design, and another contract with a CMAR contractor who (1) provides input during the design process and (2) builds the project.

Under the design-build method, the commissioner enters into a single contract with a contractor who both designs and builds the project.

CMAR CONTRACT PROCEDURE

Under this method, the commissioner may enter into one contract with an architect or engineer for the project design, and a second contract with a CMAR contractor. The CMAR contractor is responsible for (1) providing input during the design process and (2) building the project, using a low sealed bid process to select trade subcontractors.

The CMAR contract must include a guaranteed maximum price.

The commissioner may select the architect, engineer, or contractor from among the contractors selected and recommended by a selection panel. It is not clear if the selection panel also selects and recommends architects and engineers.

The CMAR contract must be based on competitive proposals received by the commissioner after he has advertised the project at least once in a newspaper with a substantial circulation in the project area. The commissioner must establish the criteria, requirements, and conditions of the proposals and the award, and must award the contract based on the general conditions and staff costs, plus qualitative criteria. The commissioner is solely responsible for other aspects of the project.

The contract must clearly state (1) the contractor's responsibilities to deliver a completed and acceptable project on a particular date; (2) the project's maximum cost; and, (3) if applicable, the cost of acquiring the property as a separate item.

DESIGN BUILD CONTRACT

Under this alternative, the commissioner enters into a single contract with a design-builder, whom he may select from among those a selection panel recommends. The commissioner must advertise the project and its specifications at least once in a newspaper with a substantial circulation in the project area

The contract must (1) include such project elements as site acquisition, permitting, engineering design, and construction and (2) be based on competitive proposals. The commissioner must award the contract based on a predetermined "metric" provided to design-builders before they develop technical proposals. This metric may be unique to a project, but must consist of a score combining the (1) qualifications and past performance of the proposer, (2) proposal's technical merit, and (3) project cost. The commissioner must establish a selection panel for each project to score the first two elements according to the applicable metric. The proposal's sealed cost portion must be opened in a public ceremony only after this scoring has taken place.

As with the CMAR process, the commissioner must determine all criteria, requirements, and conditions of the proposal and award, and is solely responsible for other aspects of the contract. Also, as with the

CMAR process, the contract must clearly state (1) the design builder's responsibility to deliver a complete and acceptable project on a particular date; (2) the project's maximum cost; and (3) if applicable as a separate item, the cost of acquiring the property.

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