

# **Request for Proposals (RFP)**

**Construction Manager (CM) Services**  
for the Preconstruction Phase of CM/GC Delivery

**Federal Blvd Bus Rapid Transit**



**Project Number: NHPP 088A-040**

**Project Location: Federal Blvd from Dartmouth to 120th**

**Project Code: 27327**

**April 17, 2026**

Colorado Department of Transportation  
2829 W Howard Place  
Denver, CO 80204



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## Section 1 - Scope of Work and Project Information

### 1.1. CM Services Scope of Work

CDOT is soliciting Construction Manager services for the Federal Blvd Bus Rapid Transit project. This project includes reconfiguring roadway segments along Federal Boulevard from Dartmouth Avenue to 120th Avenue to add dedicated bus rapid transit (BRT) lanes, new transit stations with shelters and amenities, and implementing substantial sidewalk improvements, new pavement markings, and Transit Signal Priority at intersections. The Successful Proposer (also referred to as “Construction Manager (CM)”), will provide CM services for the preconstruction phase and will have the opportunity to negotiate a price to complete the construction of any package(s). If negotiation is successful, the CM will become the General Contractor (GC) with CDOT for the construction of that package. The GC Construction Project Contract award to the CM is not guaranteed but is contingent on a successful negotiation of a Construction Agreed Price (CAP).

The Project Scope Elements are described in **Section 1.3.B** of this Request for Proposal (RFP). The Project Scope Elements may be modified based on packaging, CM input, Stakeholder input, and final design refinements.

The scope of work reflects an approach based on the Project Goals and known risks. A primary benefit of CM/GC is the ability to contractually allocate risks to the party best able to manage the risk. Risk assessment will be a continual process throughout the preconstruction and construction phase of the project. The process will incorporate risk sharing between public and private parties holding both parties accountable for performance and expenditure of public resources.

The CM shall analyze the Project Goals, evaluate work elements, identify risks, quantify risk, and mitigate risks. The CM shall also articulate a clear, well thought out plan for delivering the Project on time and on budget with accountability of public resources throughout the process. The CM shall consider new approaches, innovation, modifying the Project work elements, the Project sequencing, and/or the Project packaging to increase the efficiency of the Project delivery.

The CM will be part of an integrated design team (Design Team) which will consist of CDOT, the Design Consultant, and the Independent Cost Estimator (ICE). The CM will provide input on schedule, phasing, constructability, quality assurance of the design, and project cost estimating throughout the preconstruction phase of the Project as well as general support services to ensure complete and efficient scoping of the different Project Elements. The CM will offer innovative ideas and risk mitigation measures throughout the preconstruction phase to proactively assist the Design Team. In addition to the base input expected of the CM, the CM should also provide opportunities, means, and methods to protect the safety of the traveling public; reduce the construction duration to minimize impacts to traveling public and businesses; and reduce costs.

If it is determined to be in the interest of CDOT, CDOT may forgo negotiations of any



portion of the project and advertise/procure those portions of the Project separately. If this happens, the CM's Firm will not be eligible to submit a bid for any package, advertised or procured separately, in which the CM's Firm participated in the preconstruction activities.

The CM's tasks during the preconstruction phase include, but are not limited to:

**A. Design Review:**

- Thorough review of all plans, specifications, reports, diagrams, shop drawings, as-built plans, site conditions, and all other necessary Project documentation to provide design validation from a construction expertise perspective.
- Conduct and analyze preliminary field work (coring, sampling, test holes, etc.) as directed to assist with the preconstruction phase.
- Independently calculate quantities for verification purposes of construction packages, independent from both the Design Consultant and the Independent Cost Estimator.
- Provide constructability input on all facets of the Project including, but not limited to:
  - Geotechnical,
  - Hazardous Materials,
  - Resiliency,
  - Environmental Commitments,
  - Roadway and Safety Improvements,
  - Intelligent Transportation Systems,
  - Maintaining Traffic Operations and the Existing Capacity of all roads and accesses,
  - Minimizing impacts of Construction to the traveling public and adjacent businesses,
  - Material Availability and lead times,
  - Staging,
  - Stormwater Management Plan,
  - Roadway Drainage,
  - Phasing Techniques,
  - Accelerated Construction Techniques,
  - Existing Subsurface Utilities, and
  - Quality assurance of design deliverables specific to mitigation of error



and omission prior to negotiation.

- Provide written reviews or reports and details/redlines of the Project plans and specification packages at Project milestones. Comments should be related to constructability, construction phasing, clarifications, design errors or omission mitigation and tracking, impacts to schedule, impacts to cost, risk identification, and recommendations to increase efficiencies of the Project.
- Coordinate with the Design Team to make determinations whether multiple independent and severable CAP packages are:
  - Efficient,
  - Add value to the Project,
  - Provide an overall benefit to the Project,
  - Have the potential to accelerate the start of construction, and
  - Bring the overall Project measurably under the Construction Budget.
- Coordinate with the Design Team to make determinations whether early procurement packages for materials (long lead-time procurement (LLTP)):
  - Are viable and cost effective,
  - Offer a potential to reduce the construction schedule, and
  - Provide an overall benefit to the Project.

Procurement of any LLTP materials may be done by the CM through a separate early GC Construction Project Contract with CDOT ahead of construction but not prior to completion of the National Environmental Policy Act (NEPA) process resulting in a signed decision document.

- Actively participate in discussions to study the feasibility of design options and provide input on constructability, pricing, innovation, value, risk mitigation, and quality.
- Provide additional milestone reviews depending on package complexity.
- Provide timely feedback from design reviews to assist in decision making.

## **B. Cost Estimating:**

### Ongoing Tasks

- The CM shall provide rough order of magnitude (ROM) cost estimating along with schedule impacts as design concepts/alternatives are being developed and evaluated throughout the preconstruction phase to help inform decisions. This may include:
  - Evaluating means and methods of various construction techniques that may influence design solutions with considerations of cost and schedule



impacts.

- o Evaluating industry standard operating and maintenance costs to determine life-cycle costs.
- o Proposing design alternatives to reduce cost. All design alternatives must adhere to the ongoing Federal Blvd BRT NEPA designation and must be approved by CDOT and may also require Project stakeholder(s) approval. Any resulting Cost savings will be reinvested into the Project.

#### CM Tasks at Milestones

- Provide initial ROM construction estimate and associated schedule for the full Project within one month of CDOT's issuance of the preconstruction CM phase's Notice to Proceed (NTP).
- Collaborate with CDOT to establish the expectations and the format of the Cost Model for construction packages through a series of Cost Model meetings. See **Section 1.21** of this RFP for additional information regarding the Cost Model.
- Provide construction cost estimates at milestones that shall include the following activities:
  - o Item identification that is compatible with CDOT's cost estimating, standards, and specifications.
  - o Submission of Opinion of Probable Construction Costs (OPCC) at 30%, 60% and 90% milestones for each construction package (or alternative milestones as agreed to). Analysis should include availability of labor, equipment, and materials. Additional OPCCs may be required at the request of CDOT if: the package complexity indicates an added benefit, analysis of proposed alternatives is necessary, analysis of means and methods is necessary, or work is added to the Project.
  - o Additional OPCCs may be required before entering the CAP negotiations at the request of CDOT to facilitate comparisons with ICE estimates, both Contractor and subcontractor cost estimates will be included in an open book review.
  - o The CM shall submit a CAP proposal when both the CM and CDOT agree the design has progressed to the appropriate level, typically at 90%.
    - Quantity and schedule reconciliation will be required between the CM, Design Consultant, the ICE, and CDOT. This may include verification of assumptions, and means and methods.
    - CDOT will request the CM submit a CAP proposal on early construction packages or for the procurement of long-lead items.
    - During CAP proposal reviews, the CM shall provide CDOT all production rates, material assumptions, indirect costs, and any other information



as requested by CDOT to aid in reaching an agreement on a CAP proposal.

- If a CAP proposal is successfully negotiated and accepted, the CM shall submit those CAP proposals as an Electronic Bid Submittal (EBS).

### C. Project Schedule:

- Impacts to the traveling public and businesses must be minimized and are a high priority consideration in the determination of daily working time schedules allowed. The CM and/or GC must work and communicate with Project stakeholders and citizens before and during construction. Seasonal, weekly, and daily traffic patterns must be considered when planning and scheduling work.
- Notable Project schedule constraints to be considered:
  - Environmental Requirements
    - All work is anticipated to conform to the CatEx and associated documentation that is expected to be completed in 2026.
    - Any early packages shall have the appropriate environmental clearances, approvals, and permits.
    - On-going environmental work during the design process will also be considered. Those tasks are listed in **Section 1.3.E** of this RFP.
    - Environmental clearances (NEPA) for identified elements within a package must be received and approved before a CAP is accepted and before CDOT issues an NTP.
    - Changes to the Project concept and scope may trigger an environmental re-evaluation, or a modification of the transportation plan from DRCOG and transportation improvement program. The Project must comply with the metropolitan and statewide transportation planning requirements in 23 CFR part 450 and the transportation conformity requirements (40 CFR parts 51 and 93) in air quality nonattainment and maintenance areas.
  - Lane Closure Policy - See **Section 1.3.F** of this RFP for additional information.
  - Utility Relocation - See **Section 1.3.G** of this RFP for additional information.
  - Resource availability due to other major regional projects.
- See **Section 1.9** of this RFP for additional information regarding Project Schedules.

### D. Risk:

Risk is defined as an uncertain event or condition that, if it occurs, has an impact, either positive or negative, on a project's goals and objectives. The



CM/GC delivery method provides a forum to communicate and discuss risk in the preconstruction phase and to collaboratively address and reduce risk with the Owner, CM and the Design Consultant. A primary benefit of CM/GC is the ability to contractually allocate risks to the party best able to manage the risk. Risk assessment will be a continual process throughout the preconstruction and construction phases with risk sharing between public and private parties that holds both accountable for performance and expenditure of public resources.

Risk management will be a topic at both the 2-day Kickoff meeting and an initial Risk Management and Assessment Workshop. The Risk Management and Assessment Workshop must be scheduled by the CM early in the preconstruction phase. Regular risk meetings, facilitated by the CM, will be held to monitor progress. Risk responsibilities include:

- Facilitate quantitative and qualitative risk management discussions to identify risks, quantify probabilities, quantify impacts, develop mitigation strategies, and assign risk responsibility.
- Set risk meeting frequencies and prepare and update the Project Risk Matrix throughout the Project lifecycle.
- Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Matrix.
- Finalize Risk Register, including narratives, to be submitted with CAP estimates.

**E. Innovation:**

- The innovation process will be a topic of the Kick-Off Workshop, see **Section 1.1.F** of this RFP. The innovation process is intended to be an interactive and cooperative process to generate value for the Project.
- Following the Kick-Off Workshop, a combined Project Innovation and Value Engineering Workshop will be scheduled early in the preconstruction phase.
- The innovation process during preconstruction will be an ongoing integrated process as the design progresses. The CM shall provide ongoing analysis of the design concepts specifically focused on seeking opportunity for innovation during all phases of the Project. The CM will document this analysis through regularly submitted written reports and recommendations.
- Major cost elements of the Project will be discussed at the regular progress meetings and the topic will include innovations that may result in potential cost and schedule savings. CDOT expects cost savings greater than the fee paid for CM preconstruction services, which will result in better project value.

**F. Meetings:**

- The Kick-Off Workshop will emphasize the importance of partnering within



the CM/GC delivery method by focusing on team building and partnering over a 2-day period. This workshop is mandatory for all key team members including key subcontractors. This workshop will be facilitated by CDOT and will cover at a minimum the following items:

- o Introduction to the Project, CM/GC, partnering, Project stakeholder engagement, identification of roles and responsibilities. Subcontractors performing major and high-risk work items should be in attendance.
- o The Team will review Project status, vision, goals, objectives, funding, preliminary preconstruction schedule, what success looks like, current design, etc.
- o Initial discussion of preliminary innovations, phasing, and risk mitigations being proposed by the CM and Design Consultant.
- o Discussion of the Cost Model review and coordination with the ICE during OPCCs.
- o Cost Model components.
- o Coordinate Project Schedule meetings in accordance with **Section 1.9** of this RFP.
- o Coordinate progress meeting frequencies and initiate task force groups for various elements of the Project. Progress meetings may include project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.
- o Strategy, timing, and approach for the Project Innovation and Value Engineering Workshop.
- The Project Innovation and Value Engineering Workshop will be co-facilitated by CDOT, the CM, and the Design Consultant. Attendance and duration will be outlined at the Kick-Off Meeting. It is anticipated that Project stakeholders' input will also be incorporated into this workshop. The approach, agenda, format, and duration for the workshop will be developed in collaboration with CDOT, the CM, ICE, and the Design Consultant. The CM shall provide input into how to achieve the desired results for the Project. This workshop could require several sessions, over an extended period. The purpose of this workshop is to evaluate the Preferred Alternative, consider any CM innovations or design refinements for the Project, incorporate value engineering principles to the Project, incorporate stakeholder input and get support for endorsement of any potential changes to the Preferred Alternative.
- The CM shall, unless otherwise directed, attend meetings with CDOT at the CDOT Headquarters Office at 2829 W Howard Pl, Denver, CO 80204. Meetings are to be attended in person unless virtual attendance is negotiated.



- The following meetings are key to success on this project and attendance by the CM is required. Other meetings may be deemed useful and necessary. Attendance to any additional meetings by the CM shall be coordinated with CDOT:
  - Kick-Off Workshop
  - Regular Partnering meetings
  - Design Discipline Task Force Meetings (as agreed upon by Design Team and CM)
  - Project Innovation and Value Engineering Workshop
  - Design Office Review (DOR) for each construction scope package - 60%
  - Final Office Review (FOR) for each construction scope package - 90%
  - Cost Model Review Meetings
  - Quantity Reconciliation Meetings
  - Risk Management Meetings
  - Innovation Meetings
  - OPCC Review Meetings
  - CAP Review Meetings
  - CAP Negotiations and Assumption Resolution Meetings (if applicable)
  - Ongoing Lessons Learned
  - Other Project Meetings:
    - Weekly Project updates with CDOT Project Management Team
    - Public Information Planning Meetings
    - Monthly Project Leadership Team (PLT) Meetings
    - Monthly Technical Team (TT) Meetings
    - Preconstruction Public Meetings
- The CM shall be prepared to conduct Project Vision Meetings to analyze how Project progress is aligning with Project Goals. Items of focus include priorities, commitments, approach, scope, schedule, and cost reasonableness. The Project Vision Meetings are anticipated to be scheduled quarterly, at a minimum, to track and trend the pursuit of the Project Goals.

**G. Deliverables:**

- The CM shall develop and produce the following reports and deliverables:
  - Cost Model



- o Subcontractor Selection Plan
- o Material Sourcing Plan
- o Worker and Public Safety Plan
- o Risk Management Plan
- o Comments, input, and support that will be incorporated into the Value Engineering Report (the CM will not create the actual document)
- o Innovation Tracking and Performance Report
- o Procurement Review Report for each LLTP; CAP (GC Construction Project Contract) if required
- o Submit monthly invoices and project reports to support payment of preconstruction CM services

#### **H. Other Tasks:**

- If CAP proposals are accepted by CDOT, then a separate GC Contract will be awarded to the CM, and they shall become the GC. The GC shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction in accordance with applicable laws and regulations.
- The Design Consultant will develop the Stormwater Management Plan during preconstruction with input from the CM. CDOT will review the plan throughout the development process and apply for the permit. If a CAP proposal is successfully negotiated and agreed upon, the GC will be added to the permit after the award.
- Coordinating with CDOT's Public Information Officer during preconstruction to ensure a smooth transition of communication into construction. Coordination will include involvement of the CM's proposed Public Information Manager to help develop the Public Information Plan prior to construction, to aid in public/stakeholder/business outreach and public meetings during preconstruction.
- Assisting in the preparation and attendance of public meetings and/or open house meetings.

#### **1.2. Project Goals**

The CDOT Project Goals reflect the values that this Project holds and expects. An exceptional proposal will demonstrate how each of the Project Goals will be pursued by the Proposer.

1. Bus Rapid Transit service by 2030
2. Prioritize safety and connectivity for all modes of transportation before, during, and after construction



3. Coordinate with local businesses to mitigate construction impacts
4. Maximize safety of workers and public road users during construction
5. Maximize the project scope and improvements within the project budget

### **1.3. Project Description/Scope of Work**

#### **A. Project Background**

Federal Boulevard is an 18-mile arterial highway that serves as one of the region's most heavily traveled north-south transportation routes. Comprising US 287 and parts of Colorado State Highway (SH) 88, the corridor stretches from West Dartmouth Avenue to 120th Avenue. It is also the second most utilized transit corridor in the region, with approximately 9,000 daily boardings. During peak hours, some of its four and six-lane sections have intersections that exceed capacity, resulting in significant traffic congestion and travel delays. With the area expected to experience substantial growth in population and employment, the need to address these safety and mobility concerns is critical.

To address these challenges, Bus Rapid Transit (BRT) has been identified as the Locally Preferred Alternative (LPA) after completing several corridor and feasibility studies. The preferred alternative is a side-running BRT system that will operate in a combination of dedicated transit lanes and mixed-traffic lanes along the corridor. This project aims to increase transit efficiency and reliability, diversify transportation options, and improve overall safety along the corridor. The current status of the project can be found at the following link:

<https://www.codot.gov/projects/studies/denvermetrobrt/federalbrt>

#### **B. Project Information and Definition**

The goal of the Project is to construct the below project scope elements in their entirety while minimizing impacts to the traveling public and other stakeholders. The project scope elements may be modified based on packaging, CM input, Stakeholder input, and final design refinements.

##### **Project Scope Elements**

Project Scope Elements include but are not limited to:

- Full reconstruction of roadway from Louisiana Ave to Dakota Ave (south of Alameda Ave) and resurfacing from Dartmouth Ave to Jewell Ave.
- Addition of northbound and southbound dedicated bus lanes between Evans Ave and Dakota Ave, Evans Ave and Jewell Ave, and 16th Ave and 20th Ave, requiring new curblines, sidewalks, curb ramps, and driveway replacements.



- Construction of 37 bus rapid transit station pairs (74 total stations) including bus pads, elevated platforms, electrical conduit, shelters, ticket machines, and emergency telephones.
- Reconfiguration and restriping of the Federal Boulevard and Colfax Ave interchange, including reconstruction of EB Colfax to SB Federal and NB Federal to EB/WB Colfax ramps to be perpendicular with Federal Boulevard, requiring significant earthwork and grading.
- Installation of approximately 100 new signal poles with Transit Signal Priority (TSP) and ADA accessible curb ramps at 65 intersections (approximately 326 total ramps).
- Intelligent Transportation System (ITS) installations throughout the project limits, including a fiber backbone connecting each station for live arrival information.
- Storm sewer infrastructure and utility improvements necessitated by roadway widening and curblines changes.
- Median construction and intersection reconfigurations at 14th Ave/Howard Pl and 112th Ave.

### **C. Project Features and Specialty Work**

Major work items may include but are not limited to: earthwork, roadway construction and resurfacing, traffic signals, drainage features, ITS infrastructure, signing/striping, and landscaping/revegetation.

### **D. Major Project Risks**

Below is a general description of the Major Project Risks:

- **Funding:** The project's estimated total cost of \$318M relies on a pending application for a Federal Transit Administration (FTA) Small Starts Grant, which is capped at \$150M. The project has identified \$150M in the 10-Year Plan to support final design, right-of-way acquisition, and construction. This funding gap requires securing additional support from various sources, including local agencies and other grant programs. The final project scope will ultimately depend on the total amount of funding realized.
- **Safety:** Federal Boulevard is on the High Injury Network, which is defined by the total number of crashes resulting in serious injuries or fatalities. The project's goals include prioritizing the safety of all users and maximizing the safety of workers and the public during construction. Managing a safe work zone along this 18-mile, high-traffic corridor for a multi-year construction period presents a significant challenge.
- **Schedule:** Achieving the primary project goal of beginning BRT revenue service by January 2030 is a major concern, given that construction is estimated to take over two years. The complexity of construction phasing,



- potential delays from right-of-way acquisitions, and lengthy third-party negotiations all pose substantial threats to this critical delivery timeline.
- **Business and Traffic impacts:** The multi-year construction schedule along this 18-mile, high-traffic corridor creates a significant risk of disruption for local businesses and daily commuters. Maintaining business access and managing high traffic volumes are identified as major obstacles that will require complex construction phasing and extensive coordination across multiple jurisdictions. Mitigating construction impacts on businesses and coordinating driveway access are key project goals and risks that could impact the schedule.
  - **Right-of-Way:** Unavoidable right-of-way acquisitions are required for station construction, particularly in narrow roadway sections, presenting risks to both the budget and schedule due to necessary coordination with property owners. The project also faces significant challenges from the installation and relocation of existing utilities that conflict with the proposed design, which could lead to delays and cost overruns.
  - **Intergovernmental Coordination:** Finalizing complex maintenance Intergovernmental Agreements (IGAs) with multiple local agencies is a critical step that could delay design decisions and the overall schedule. The project also requires securing numerous permits and coordinating with various stakeholders, which adds more potential risk to the project timeline.

## **E. Project Design and Development Status**

Below is a general description of work progressed to date through the Categorical Exclusion/30% Design Phase and anticipated ongoing work, milestones, and potential early packages:

- **Design:** Preliminary activities have been conducted to advance critical project elements and define potential environmental and Right-of-Way (ROW) impacts. Design in most areas will remain flexible to accommodate input from the CM in the preconstruction phase. Preliminary design has been developed to approximately 30% depending on the level of design needed to identify potential environmental and ROW impacts.
- **Roadway/Alignment:** The roadway design has been advanced to 30% preliminary engineering plans, establishing the project's feasible geometric footprint including alignment, typical sections, and preliminary BRT station site plans.
- **Hydrology/Hydraulics:** Preliminary hydraulics analysis and design elements have been included in the 30% plans to understand impacts and estimate cost. Hydraulics design and analysis will be finalized in the final design phase.
- **Geotechnical:** Due to the scope of this project, minimal geotechnical



- exploration is anticipated and will be completed in the final design phase, as needed.
- **Environmental:** CDOT is currently preparing documentation for a Categorical Exclusion through FTA's NEPA process. Continued analysis of environmental impacts, mitigation measures, and public engagement are ongoing.
  - **Permitting and Certifications:** It is anticipated that if the CM were to become the GC, that they will need to obtain Construction Access Permits, a Dewatering Permit, as well as any other permits may be required for construction of any portion of the Project.
  - **ROW:** The ROW acquisition process will start after NEPA is completed. It is anticipated that right-of-way acquisitions will be prioritized to expedite the delivery of appropriate packages. Environmental and ROW clearances will be obtained for each package before delivery.

#### **F. Existing Operations and Traffic Restrictions**

Traffic operations on the corridor are a priority for CDOT. Unless otherwise permitted by the CDOT Region 1 Lane Closure Strategy, the existing number of lanes shall be maintained, through all phases of the Project.

The latest CDOT Region 1 Lane Closure Strategy outlines lane closure restrictions through the Project area for each month of the year and is available at:

[https://www.codot.gov/safety/traffic-safety/assets/work-zones/lane-closure-strategies/R1\\_Lane\\_Closure\\_Report.pdf](https://www.codot.gov/safety/traffic-safety/assets/work-zones/lane-closure-strategies/R1_Lane_Closure_Report.pdf).

The CM shall account for local noise ordinances within the various jurisdictions along the corridor, as these requirements may conflict with the project lane closure schedules. If construction activities are anticipated to generate noise levels exceeding local limits, the CM will coordinate with the appropriate local agencies and the Region 1 Traffic Engineer to obtain any necessary variances.

The CM may propose a variance to the Lane Closure Strategy, should it be needed for constructability or provide a benefit to the Project/traveling public. The process to request a variance to the current restrictions is outlined in the CDOT Region 1 Lane Closure Strategy and shall also include a traffic analysis and a public information plan, to support the request. The CM may seek approval for variances to the Lane Closure Strategy, however approval is not guaranteed and will be at the sole discretion of CDOT.

#### **G. Project Coordination Efforts**

Lead and Supporting Agencies: CDOT is the lead agency and Owner of the Project. Oversight is provided by FTA.

Stakeholders: Primary Project stakeholders and their role or involvement in the Project are listed in the following table:



### Stakeholders

Agency/Stakeholder	Role or Involvement
Federal Transit Administration (“FTA”)	<ul style="list-style-type: none"> <li>● Project oversight</li> <li>● Member of the Project Leadership Team (PLT) and Project Management Team (PMT)</li> </ul>
Adams County	<ul style="list-style-type: none"> <li>● Member of the Project Leadership Team (PLT) and Project Management Team (PMT)</li> </ul>
RTD	<ul style="list-style-type: none"> <li>● Member of the Project Leadership Team (PLT) and Project Management Team (PMT)</li> </ul>
DRCOG	<ul style="list-style-type: none"> <li>● Member of the Project Leadership Team (PLT) and Project Management Team (PMT)</li> </ul>
City of Englewood	<ul style="list-style-type: none"> <li>● The project limits fall within City limits</li> <li>● Member of the Project Leadership Team (PLT) and Project Management Team (PMT)</li> </ul>
City of Denver	<ul style="list-style-type: none"> <li>● The project limits fall within City limits</li> <li>● Member of the Project Leadership Team (PLT) and Project Management Team (PMT)</li> </ul>
City of Federal Heights	<ul style="list-style-type: none"> <li>● The project limits fall within City limits</li> <li>● Member of the Project Leadership Team (PLT) and Project Management Team (PMT)</li> </ul>
City of Westminster	<ul style="list-style-type: none"> <li>● The project limits fall within City limits</li> <li>● Member of the Project Leadership Team (PLT) and Project Management Team (PMT)</li> </ul>



**Additional Coordination Contacts**

Other Stakeholders	Role or Involvement
Private Property Owners and Businesses	<ul style="list-style-type: none"> <li>● ROW/Easement impacts</li> <li>● Travel impacts/delays/detours coordination and notification</li> </ul>
Traveling public	<ul style="list-style-type: none"> <li>● Roadway safety/trip reliability input</li> <li>● Travel impacts/delays/detours coordination and notification</li> </ul>
Emergency Responders/Incident Command	<ul style="list-style-type: none"> <li>● Emergency response/access input</li> <li>● Travel impacts/delays/detours coordination and notification</li> <li>● Local emergency responders are on the Members of the Project’s Team</li> <li>● Incident Management and Planning for all potential impacts</li> </ul>
Utilities	See table below.

**Anticipated Utility Coordination/Relocations**

Utility Identification	Facility type	Relocation Required?
AT&T	Fiber/Telecom	No
Adams 12 Five Star Schools	Fiber	No
Berkeley Water & Sanitation	Water/Sewer	No
City of Federal Heights	Water, Sanitary Sewer	No
City of Westminster	Water, Sanitary Sewer	No
Crestview Water & Sanitation District	Water/Sanitary Sewer	No
CDOT - ITS	Fiber	Yes
CDOT - Storm Sewer	Storm Sewer	Yes/Reconstruction
Comcast	Fiber/Telecom	No



Crown Castle	Fiber	No
DOTI - Sewer	Stormwater Sewer	No
Denver Water Department	Water, Sanitary sewer	No
Lumen	Fiber	No
MCI-Verizon	Fiber	No
Regional Transportation District	Fiber	Yes
Unite Private Networks	Fiber	No
Windstream-PAETEC	Fiber	No
Xcel Energy	Electrical transformers	Yes
Xcel Energy - Electric	Electric	Yes
Xcel Energy - Distribution Gas	Distribution Gas	No
Xcel Energy - Transmission Gas	Transmission Gas	No
Zayo	Fiber	No

During the preconstruction phase, the CM shall coordinate and consider adjacent projects when analyzing construction packaging, sequencing of the work, phasing and construction traffic control. If adjacent projects are identified during pre-construction or construction, the CM must closely coordinate with those projects.

**1.4. Project Funding**

The design phase is fully funded, but the Construction funding for the project is not fully secured at this time. CDOT intends to deliver as much of the project scope elements as possible within the available budget at the time of construction, while ensuring that the design allows for the future implementation of any initially unfunded elements. Final funding sources and the project budget are anticipated to be finalized by June 1, 2027.

CDOT is actively pursuing full funding through a variety of sources, including FTA



Capital Investment Grant Small Starts, CDOT 10-Year Plan, and Nonattainment Area Pollution Mitigation Enterprise (NAAPME) funds. Other identified funding sources include the DRCOG Surface Transportation Block Grant (STBG), Funding Advancements for Surface Transportation and Economic Recovery (FASTER), and CDOT Resurfacing Program funds.

### **1.5. Project Duration**

It is estimated that the Project construction will take 30 months. CDOT anticipates that the start of construction on the Project will begin no later than late-2027. The CM shall explore opportunities to measurably reduce the construction duration to minimize impacts to the traveling public and to reduce costs.

### **1.6. Project Administration**

The CM shall utilize the following project administration contacts for the Project:

#### **A. CDOT Project Director**

Ryan Noles  
2829 W Howard Pl  
Denver, CO 80204  
W: 303-512-4162  
ryan.noles@state.co.us

#### **B. Contract Officer**

Jan Walker  
CDOT Contracting Officer  
2829 W Howard Place Denver, CO 80204  
W: 303-757-9296  
Primary means of communication: jan.walker@state.co.us

### **1.7. Project Coordination**

The CM shall utilize the following project coordination items for the Project:

#### **A. Routine Working Contact**

The routine working contact will be between the Project Management Team (PMT), which will be comprised of the CDOT Project Director, CDOT Construction Project Engineer, the CDOT Design PM, CDOT Environmental Project Manager, the Design Consultant Project Manager (DC PM), the Independent Cost Estimator (ICE) Project Manager, and the Construction Manager Project Manager (CM PM).

#### **B. Project Management Team Correspondence/Communication Requirements**

The PMT members are expected to communicate relevant contacts,



coordination efforts, conversations, and emails where important Project Information is discussed.

### **C. Coordination**

In addition to the stakeholders listed in **Section 1.3.G**, the CM shall partner and coordinate with the groups below. The CDOT Project Management Team (defined below) shall be included in all coordination.

- Executive Oversight Committee
- CDOT Project Management Team
  - CDOT Project Director - Ryan Noles
  - CDOT Design Project Manager - TBD
  - CDOT Construction Project Engineer - TBD
- CDOT Specialty Groups
- Design Consultant and Subconsultants
  - Design Consultant - TBD
    - Subconsultants: TBD
- Project Construction Oversight (Owner's representative in construction) and any subcontractors
- CDOT Engineering Estimates and Market Analysis (EEMA) Group CDOT Maintenance Forces
- Headquarters and Regional Civil Rights Manager

### **D. Project Colocation**

A determination whether or not co-location is essential to the success of the project will occur after selection. The location and timeframe for co-location is to be determined but is anticipated to be within the Project vicinity. Co-location is not anticipated for this project but is at the discretion of CDOT.

## **1.8. Construction Budget**

The Construction Budget is defined as the portion of the Project budget estimated for General Contracts for Construction. The estimated required Construction Budget for this Project is \$200 million. This amount does not include non-construction Project costs (which are in addition to this amount) and are still being evaluated by CDOT with the goal of optimizing efficiency.

It is estimated that each General Contract for Construction shall include:

- Agreed upon CAP amount.
- The Management Price Percentage (MPP) applied to each construction item, see **Section 2.8** of this RFP for additional information.



- GC indirect costs allowed as indicated in **Appendix C** of this RFP.
- Force accounts, and risk pools that are associated with the construction of all elements of the Work described in the General Contract for Construction.
- Performance and Payment Bonds.
- Insurance Certificate(s) for Policy Requirements identified in CDOT's Standard Specifications.

Note: Additional Exhibits, Attachments, Terms and Conditions that are a part of CDOT's standard Construction Contract Document for a Work Package will be provided at the time of issuance of a Notice of Award for the Work Package.

### **1.9. Project Schedules**

Upon CM contract award, the CM shall establish a Preconstruction Schedule according to the Project Scope Elements listed in **Section 1.3B** of this RFP in coordination with the Design Team. The CM shall incorporate the preconstruction roles and responsibilities as defined in **Appendix A** of this RFP. The Preconstruction Schedule will be used to establish the initial schedule for the Project and shall include a proposed construction schedule.

After the scope, schedule, and budget is established for each package, an analysis shall be performed as to the status of the Project when compared to the Preconstruction Schedule. The CM shall provide continuous schedule validation for construction schedules and the overall schedule for the duration of the CM preconstruction phase.

The CM shall use either of the scheduling software programs listed in **Section 1.14** of this RFP and the CM shall maintain the schedule in the same format throughout the duration of the Project. The CM shall submit monthly schedule updates to the CDOT Project Director, or after any significant change in scope, schedule or budget, to the Project, or as otherwise directed by CDOT.

It is anticipated that the CM will incorporate or perform the following items while developing the Preconstruction Schedule and maintaining it for the duration of the CM preconstruction phase:

- Incorporate all preconstruction activities for both the Design Team and the CM.
- Develop a preliminary construction schedule and construction packaging strategy within CDOT's Construction Budget. Collaborate with the Design Team to determine if early construction packages are viable, cost effective and provide an overall benefit to the Project.
- Assist in determining the scope for any potential early construction packages.
- Prepare construction schedules and phasing alternatives at each preconstruction milestone to support development of OPCCs, validate deadlines, and help develop project delivery strategies.



- Develop a resource-loaded, critical path method, construction schedule at all OPCC milestones, as well as for all CAP proposals.
- Ensure each CAP package will be severable; will have specific beginning and end points; and will have independent overhead, mobilization, traffic control, and Project costs. Each CAP package will include provisions for liquidated damages, incentive/disincentive, and roadway user costs as determined by CDOT in its sole discretion. The CM and CDOT are responsible for ensuring the severability of each package.
- Compare and verify construction schedules and all assumptions with the ICE.

### **1.10. Preliminary Documents and Drawings**

The Project is currently in the NEPA phase; therefore, design work, preliminary drawings, and reports are limited and conceptual in nature. The environmental documents as well as other design-related materials will be released via the project website at the link found in **Section 1.3.A**.

### **1.11. Specifications**

The most current version of CDOT's Standard Specifications for Road and Bridge Construction at the time of each successful CAP proposal negotiation shall control construction of that CAP package. The Project team will develop the project special provisions and standard special provisions that will take precedence over the Standard Specifications and plans during development of each scope package.

### **1.12. Ownership of the Documents**

All tracings, bids, plans, manuscripts, specifications, schedules, OPCC's, data, maps, etc., prepared by or obtained by the CM because of working on this contract shall be delivered to and become the property of CDOT. All proposals submitted in response to this Request for Proposal, shall become the property of CDOT, including all unsuccessful proposals. All proposals will be confidential until award, and then will be subject to the provisions of the Colorado Open Records Act (C.R.S. 24-72-201, *et seq.*) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP.

### **1.13. Required Percentage of Work Self-Performed by CM**

The Proposer shall self-perform no less than 30% of the total work for CM services in the preconstruction phase by its own staff, not through subcontractors. For any awarded General construction contracts, the GC must self-perform work valued at not less than 30% of the total construction work by its own staff, not through subcontractors.

### **1.14. Project Computer Software Requirements**

The Contractor shall utilize the most recent CDOT adopted software. The latest



version is defined as the version in use by CDOT at the release of this RFP. Upgrades to the version of any software on this list that occur for the duration of the Project, will be evaluated for efficacy on a case-by-case basis. The primary software used by CDOT is as follows:

**A. Estimating**

Microsoft Excel (latest version) or other software that is compatible with providing pricing in the CDOT Schedule of Bid Items standard format using the most current CDOT Item Code Book.

**B. Scheduling**

Microsoft Project (latest version) or Primavera (latest version)

**C. Specifications**

Microsoft Word (latest version)

**D. CADD**

Bentley OpenRoads Designer (latest version) and Bentley ProjectWise Cloud (latest version)

**1.15. Required Availability of Key Personnel**

Key Personnel in the Project Management Team section of the Proposal, see **Section 3.1** of this RFP, constitutes an agreement by the Proposer to make the Key Personnel available to complete the services of the contract at the level the Project requires. CDOT requires that all Key Personnel be engaged to perform their specialty for all services required by this contract, and the Key Personnel shall be retained for the life of this contract to the extent practicable and to the extent that such services maximize the quality of work hereunder.

If the CM or a subcontractor decides to replace any of its Key Personnel, the CM shall notify the CDOT Project Director in writing of the desired change. No such changes shall be made until at least two qualified replacement candidates are recommended by the CM and a replacement is approved in writing by the Project Director or its designated representative. The approval will not be unreasonably withheld. Failure of the CM to comply with the requirements of this provision may be the cause for CDOT's termination of the contract.

The Project Director or its designated representative will respond to the CM's written notice regarding replacement of Key Personnel within fifteen working days after receipt of the list of proposed changes. If the Project Director or its designated representative does not respond within that time, the listed changes will be deemed to be approved.

If, during the term of the contract, the Project Director or its designated representative determines that the performance of approved Key Personnel is not acceptable, a notification will be sent to the CM. The notification will include a



reasonable timeframe to cure the unacceptable performance. Thereafter the CM may be required to reassign or replace such Key Personnel. If the Project Director or its designated representative notifies the CM that certain Key Personnel of a subcontractor must be replaced, the CM shall use its best efforts to replace such Key Personnel within a reasonable time, but not to exceed fifteen working days from the date of the notice.

#### **1.16. Organizational Conflicts and Ineligible Firms**

The Proposer shall include a full disclosure of all potential organizational conflicts of interest in its Proposal. An organizational conflict of interest exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. No person or business entity prior to Proposal submission, that was engaged by the State of Colorado in the preparation of this Request for Proposal, that had access to procurement sensitive information related to this Request for Proposal including but not limited to Requirements, Statements of Work, or Evaluation Criteria will be eligible to directly submit or participate in the submittal of a proposal for this initiative.

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer shall make an immediate and full written disclosure to CDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist without satisfactory mitigation, CDOT may, at its discretion, cancel the award or terminate the contract.

If the Proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to CDOT, CDOT may terminate the contract for Default. No firm that is ineligible for State contracts may be part of any Proposer Team. Each Proposer is responsible for determining the eligibility of its team members.

#### **1.17. Applicable Federal Regulations, State Regulations and Industry Standards**

The Proposer shall conform to all applicable State and Federal laws and regulations and recognized industry, safety, environmental, and design standards.

#### **1.18. Nondiscrimination**

The CM shall comply with all applicable legal requirements that: enumerate unlawful employment practices including discrimination because of race, religion, color, gender, age, disability, or national origin, and define actions required for affirmative action and minority/disadvantaged business programs. The CM shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, gender, age, or physical handicap.

The CM shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion,



color, gender, age, disability, or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CM agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

### **1.19. Nondiscrimination Assurance**

By submitting a proposal for this contract, the CM agrees to the following assurance and shall include this language in all subcontracts:

- The CM, subrecipient, or subcontractor must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- The CM shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts.
- Failure by the CM to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or other such remedy as CDOT deems appropriate, which may include, but is not limited to:
  - Withholding monthly progress payments
  - Assessing sanctions/disincentives

### **1.20. Maximum Compensation for CM Preconstruction Services**

As stated in **Section 1.8** of this RFP, the Construction Budget is defined as the portion of the Project budget estimated for General Construction Contracts. The estimated required Construction Budget for this Project is \$200 million. This amount does not include non-construction Project costs (which are in addition to this amount). The construction funding for the Project has not been fully secured at the time of this RFP.

**The successful Proposer will be paid an amount not to exceed \$2,000,000 for the CM preconstruction services described in this RFP. Please see Form B-1 in Appendix B.**

The CM shall submit monthly invoices to the CDOT Project Director for payment as work progresses. The estimated percentage of CM preconstruction services completed shall be discussed and agreed upon with the CDOT Project Director prior to payment.

If it is in CDOT's interest, any portion of the preconstruction scope described in this RFP may be withheld, and the fee for preconstruction services will be adjusted, appropriate to the deducted scope.

### **1.21. Explanation of CAP**

A reviewed, negotiated, and agreed upon CAP proposal is the amount that may be incorporated into the standard General Contract for Construction.



The CAP is the sum of the direct Cost of Construction and the Management Price Percentage for a specific construction package. The Cost Model consists of bid items, quantities, risks, and assumptions for the construction package, and will be refined and finalized through a series of Cost Model meetings.

The CM will propose a CAP to provide Construction services; CDOT and the CM will negotiate the direct Cost of Construction for that package with the goal of agreeing on a final CAP. CDOT makes no guarantees that it will accept or agree to a CAP proposal submitted by any party. If CDOT successfully negotiates, agrees, and accepts a CAP proposal, then payment for the construction of the Project will be based on the negotiated and accepted CAP which includes, but is not limited to, a Schedule of Bid items as per the Standard Specifications for Road and Bridge Construction.

CDOT anticipates requesting CAP proposals when both the CM and CDOT agree the design has progressed to the appropriate level, typically at 90%, for each individual construction package. If CDOT and the CM have negotiated, agreed on, and accepted a CAP proposal, the CM shall then submit the CAP proposal via the Electronic Bid Submittals (EBS) system. The CM may develop multiple CAP proposal packages, and CDOT may negotiate and accept those CAP proposals during the preconstruction and construction phases of this Project. CDOT reserves the right not to award any part(s) or all the General Contracts for Construction Services, and bid/award some or all the construction work separately. If the CM participated in the pre-construction development of the work to be bid/awarded separately, the CM will not be eligible to compete for the work. The CM shall deliver to CDOT a proposed GC CAP and supporting documents for any appropriate milestones identified at the Project Scoping Workshop, and for any appropriate construction package.

The construction contract price is fixed and will not be increased except for CDOT-approved change orders related to unforeseen conditions, negotiated overruns, or agreed-upon risk pool items. The General Contractor (GC) assumes all performance risks, including the management of subcontractors and suppliers. Any costs exceeding the contract price that fall outside of negotiated overruns or the executed Risk Register are the sole responsibility of the GC.

A CAP proposal may be offered and negotiated three times. If the third attempt at a CAP negotiation fails, CDOT reserves the right to prepare the plans, specifications, and estimate package for public, low-bid, advertisement. The CM services contractor is not allowed to bid on this public advertisement.

CDOT will review and determine whether to accept the risk and shared risk contingency pools with the CM during the preconstruction phase. If accepted, the risk and shared risk contingency pools could potentially be incorporated into a negotiated CAP proposal. The purpose of the contingency risk-sharing pool is to develop a budget for items foreseen at the time of negotiating a CAP proposal but were not detailed enough for itemized pricing. All items fitting this category will be identified separately in a CAP proposal by CDOT and the CM and will be monitored for progress and cost by CDOT.



In developing this shared risk contingency pool, CDOT may agree to share any residual risk pool budget at the completion of construction (not attributed to any reduction in the scope of work or reduction in operating performance for the corridor).

### **1.22. Public Information**

The Federal Boulevard corridor sees a high volume of traffic with many businesses along the corridor. Construction activities have the potential to disrupt travel and commerce.

The CM Public Information Manager (PIM) shall execute and support CDOT's communication needs for this Project with a variety of audiences in the corridor including residents, business owners, the traveling public, tourists, recreation patrons, the freight industry, and others during the project development phase.

During the project development phase, CDOT will be the primary point of contact responsible for Public Information. If a General Contract for Construction Services is awarded, then CDOT will still be the primary point of contact, however, the GC will be required to provide timely updates and responses for Public Information requests for the duration of construction.

The cost for Public Information effort during construction will be included in the individual construction packages. This work consists of providing regular and continuous communications services throughout the duration of construction including community and stakeholder outreach as well as media support.

### **1.23. Subcontracting Requirements**

The CM shall comply with all applicable requirements of the contract documents relating to subcontracts and shall ensure that its subcontractors comply with all applicable requirements of the contract documents relating to subcontracting. The CM shall not sublet, sell, transfer, assign, or dispose of the contract or any portion thereof without written permission of the CDOT Project Manager. Before beginning work by the subcontractor, the CM shall request permission from the CDOT Project Director by submitting a completed Construction Management Sublet Permit Application, CDOT CM Form 205, via the B2GNow software system (<https://cdot.dbesystem.com>). The subcontracted work shall not begin until the CM has received the CDOT Project Manager's written permission. All firms that the CM will be subletting a portion of the contract shall have an account in the B2GNow software system. If the firm does not have an account created, approval of the CDOT CM Form 205 may be withheld.

### **1.24. Prompt Payment**

The CM is responsible for ensuring that all subcontractors and suppliers at all tiers are promptly paid. All subcontractors and suppliers shall be paid within 7 calendar days of the CM being paid from CDOT. If the CM or its subcontractors fail to comply with this provision, the CDOT Project Manager will not authorize further payments to the CM



until the required payments have been made or CDOT determines that there is sufficient good cause to delay payment. The CM shall include in all subcontracts a provision that this requirement for prompt payment to subcontractors and suppliers must be included in all subcontracts at every tier.

Good Cause Exception. If the CM has “good cause” to delay or withhold a subcontractor’s or supplier’s, as applicable, progress payment, the CM shall notify CDOT and the subcontractor or supplier, as applicable, in writing within 7 calendar days after receiving payment from CDOT. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the subcontractor or supplier, as applicable, must meet to receive payment. “Good cause” shall include, but not be limited to, the failure of the subcontractor or supplier, as applicable, to make timely submission of required paperwork.



## Section 2 - CM Proposal Requirements and Instructions

### 2.1. Proposal General Information

This RFP is a two-phase procurement process that includes a Proposal (Phase 1), resulting in the shortlisting of Proposers by the Selection Panel, followed by an Interview of the shortlisted Proposers (Phase 2). CDOT intends to identify three shortlisted Proposers but reserves the right to identify as few as two and as many as four. Proposals in response to the RFP shall be submitted in one package for preconstruction CM services. The Proposer's Technical Score and their Interview Score will be summed and tabulated, which will be referred to as their "Total Score". The Proposers' Total Scores will be ranked, and the Proposer with the highest Total Score will be considered the apparent successful Proposer in accordance with the evaluation criteria set forth in **Section 3** of this RFP.

All Proposers to this RFP accept the conditions of this RFP, including, but not limited to, the following:

- A. Multiple proposals from a single Proposer will be considered non-responsive and will not be evaluated or scored.
- B. The costs associated with the preparation of the Proposal, required documentation, interviews, presentations, discussions, the selection process, the contract negotiation process, and/or any related activities are the sole responsibility of the Proposer, reimbursement will not be made by CDOT.
- C. The Proposer shall include a full disclosure of all potential organizational conflicts of interest as outlined in **Section 1.16** of this RFP.
- D. Any proposal received by CDOT after the time specified in **Section 2.3** of this RFP will be deemed non-responsive and will not be evaluated or scored.
- E. This RFP, including all material submitted by Proposers at any stage of the procurement and selection process, is subject to the Colorado Open Records Act (C.R.S. 24-72-201, et seq.) and all other laws and regulations applicable to the disclosure of public documents. Material subject to these laws includes all records, drawings, plans, specifications, and other materials relating to the Project and the conduct of CDOT business. CDOT will also adhere to CDOT Policy Directive 508.2 for this RFP and any resulting contracts.

The Proposer is solely responsible for specifically identifying and marking any proprietary information, trade secrets, or confidential commercial and financial information that should be exempt from disclosure. Materials must be clearly and prominently labeled "Proprietary", "Trade Secret", or "Confidential" on every applicable page or sheet. Blanket, all-inclusive identifications of entire pages or sections are not permitted and will be deemed invalid, except for designations made within the Strategic Project Approach, Approach to Risk, Schedule, Pricing, and the Management Price Percentage breakdown.



Under no circumstances will CDOT be liable for the disclosure of labeled materials, whether the disclosure is required by law, court order, or occurs through inadvertence or negligence. In the event of litigation, the Proposer shall be responsible for prosecuting or defending any action concerning the materials at its sole expense and risk. All submittals and the concepts therein become the property of CDOT, will not be returned, and will be disposed of according to Department policies. Proposers are advised to consult their own legal counsel regarding these circumstances.

- F. The Proposer shall email a redacted proposal to the contracts officer at jan.walker@state.co.us within 10 business days of the proposal deadline.
- G. CDOT reserves the right to reject any or all Proposals. Proposals that do not meet the Minimum Proposal Requirements listed in **Section 2.2** of this RFP will be deemed non-responsive and will not be evaluated.
- H. Unsuccessful proposers may elect to participate in a debriefing by submitting a request via email to Contract Officer identified in **Section 1.6.B** within 5 working days after the Announcement of the Successful Proposer. All debriefings shall be conducted within 10 working days of the Announcement.
- I. The successful Proposer will be contracted for CM preconstruction services for this Project. CDOT may terminate the CM services contract at the completion of the preconstruction phase for convenience.
- J. If CDOT and the successful Proposer fail to successfully negotiate a Construction Agreed Price for any portion of the Project and CDOT chooses to publicly advertise a new solicitation of the GC portion of this Project for bids, the successful Proposer will not be permitted to submit a bid.

## **2.2. Minimum Proposal Requirements**

All Proposals are required to meet minimum proposal requirements to be considered for this Project. To be considered qualified, Proposers at minimum shall:

- A. Submit a Letter of Interest. At least one member of the proposed Project Team must have submitted a Letter of Interest prior to February 27, 2026. Any proposal received without a corresponding LOI will be determined by CDOT to be non-responsive. The corresponding non-responsive proposal will not be evaluated or scored and will not continue in the procurement process. CDOT will accept proposals from Joint Ventures where at least one of the major partners submitted a Letter of Interest.
- B. Demonstrate a bonding capability for \$200M for an individual project in addition to its current and anticipated bond commitment workload. Provide a letter from a surety company indicating that the Proposer is capable of obtaining Payment and Performance Bonds covering Project No. 27327 NHPP 088A-040, Federal Blvd Bus Rapid Transit, for at least \$200M. Letters indicating unlimited bonding/security capability are not acceptable.



The surety submitting the letter must be a surety company or companies licensed by the State of Colorado and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Performance and Payment Bonds will be required at the time the Construction Agreed Price negotiation begins, for any portion of the Project. The final value of the bonds shall equal the final construction contract amount.

- C. Provide CDOT with evidence of insurability that meets the requirements of Subsection 107.15 of the Standard Specifications for Road and Bridge Construction. The Proposer is not required to provide Professional Liability insurance certificates.

CDOT may, at its election, implement an Owner Controlled Insurance Program (OCIP) for the construction of this project. Lines of insurance coverage may include any or all the following: Workers Compensation, Commercial General and Excess/Umbrella Liability, Contractors Pollution Liability, and/or Builders Risk. CDOT reserves the right to determine who participates in the OCIP. CDOT will make this determination at the 60% OPCC for each CAP package.

- D. Provide CDOT with evidence of having been pre-qualified with the CDOT Contracts and Market Analysis Branch at the >\$20,000,000 level and satisfy all requirements of pre-qualification per 2 CCR 601-10, Rules Governing Construction Bidding for CDOT Public Projects, within 14 calendar days of the Proposal submittal deadline as shown in Section 2.3 of this RFP.

Federal and State regulations require certification by prospective participants (including contractors, subcontractors, and principals) as to history regarding debarment, eligibility, indictments, convictions, or civil judgments.

- E. Meet all the Proposal Submittal requirements of **Section 2.8 (Management Price Percentage)** and **Section 2.9 (Proposal Submittal)** of this RFP.
- F. Provide CDOT with a signed Anti-Collusion Affidavit, CDOT form #606 with the initial proposal materials.

### **2.3. Key Events Schedule and RFP Dates**

Proposers are required to meet the dates set for the Proposal submission, and the interviews. Proposers are also required to meet the information submittal dates outlined in the summary below. Failure to meet these dates will result in the Proposal being considered non-responsive. All times listed in the table below are Mountain Standard Time (MST). CDOT is fully committed to delivering the Project and meeting the milestones shown in the table below. CDOT reserves the right to modify the timeframes if it is determined by CDOT to be in the best interest of the State, and the Project.



Key Event	Date	Time
Draft RFP for CM Services	March 26, 2026	NA
Optional One-On-One Meetings (50-minutes)	Mar 30 - Apr 7 2026 see section 2.4	TBD
Draft RFP Proposer Questions/Comments Due	April 7, 2026	4:30 PM
Final RFP for CM Services	April 17, 2026	12:30 PM
Proposal Submission Deadline	May 19, 2026	4:30 PM
Shortlist Notification Emails	June 19, 2026	NA
Interviews	June 29 - July 1 2026	TBD
Chief Engineer Selection Approval	July 20, 2026	NA
Apparent Successful Proposer Notification Emails	July 23, 2026	NA
Evaluation Result Public Posting	July 25, 2026	NA
Anticipated Contract Execution/NTP	Late-Aug 2026	NA

**2.4. Informal One-On-One Meetings**

Optional One-On-One Meeting opportunities are provided to allow Proposers an opportunity to ask questions regarding the Project, established goals, the draft RFP, and the CMGC Procurement Process. Proposers that have submitted a Letter of Interest may sign up for an Optional One-On-One Meeting with CDOT staff by emailing ryan.noles@state.co.us.

**2.5. Questions and Changes to the RFP**

CDOT reserves the right to make changes to the RFP. Changes to the RFP generally consist of clarifications, scope changes, or time and/or date changes that are in the interest of CDOT. All changes to the RFP prior to the receipt of proposals will be made by an addendum to the RFP and available publicly to all Proposers on the Project website. Following receipt of proposals, changes to the RFP (if any) will be conveyed in writing directly to Proposers determined to be responsive.

Proposers may submit questions, request clarification, or request a change to the Draft RFP by submitting a written request to the Project Director at the email address set forth in Section 1.6 of this RFP.

The request must specify the provision and section of the Draft RFP in question, and, if a change is requested, contain an explanation for the requested change. CDOT will



not respond to questions or change requests received after the time specified in the above table within **Section 2.3** of this RFP.

CDOT will evaluate any questions and/or requests submitted to determine merit but reserves the right to determine whether to respond or accept the requested change at its sole discretion. All questions, requests for clarification, or RFP Addendums, and CDOT's response will be posted on the project website.

Proposers shall not rely on oral or written instruction changes or clarifications regarding this RFP, unless issued in writing by the CDOT Project Director as an addendum to this RFP. Proposers must acknowledge all issued addenda in their submittal and proposal.

## **2.6. Contractor Protest Rules**

Protests will be handled per 2-CCR 601-10 Rules Governing Construction Bidding for CDOT Public Projects, as follows:

Any actual or prospective contractors who are aggrieved in connection with a solicitation or award of a contract may protest to the Chief Engineer. The protest shall be submitted within seven working days after the aggrieved person knows or should have known of facts giving rise to the protest. A protest shall not stay the procurement.

The Chief Engineer or designee shall have the authority to settle and resolve a protest of a Contractor, actual or prospective, concerning the solicitation or award of a contract. A written decision regarding the protest shall be rendered within seven working days after the protest is filed.

The decision shall be based on and limited to a review of only those issues raised by the aggrieved Contractor, and will set forth each factor considered, in reaching the decision.

The decision will constitute the final agency action of the Colorado Department of Transportation regarding the protest.

- A. Entitlement to costs: When a protest is sustained by the Chief Engineer or designee, or upon administrative or judicial review, and the Contractor should have been awarded the contract under the solicitation but was not, the protestor will be entitled to recover Proposal preparation costs. No other costs or fees will be permitted or awarded including, but not limited, to attorney's fees.

## **2.7. Award of Contract**

CDOT will evaluate, select, and award one CM contract to the top ranked Proposer based on the result of the Responsiveness Review and the Total Score of the Proposal with Chief Engineer Concurrence of the Selection Panel's recommendation. The apparent successful Proposer receiving Chief Engineer concurrence will be awarded a contract for CM Preconstruction Services.



Selection evaluation criteria and scoring of the proposals is detailed in **Appendix B** of this RFP. Contract Award and contract execution will be contingent on availability of proposed Key Personnel and subcontractors, committed to by the CM in the proposal.

All negotiations shall be open book. CDOT and their Independent Cost Estimating Consultant shall have access to all CAP proposal documents, quotations, takeoffs, and other construction cost estimates, including those for subcontractors, during negotiations.

The General Contract for Construction (if any) will be separate from the CM contract. Issuance of the General Contract for Construction will be subject to the CM's firm posting 100% performance and payment bonds and being compliant with CDOT procurement policies. The CM's firm shall competitively procure and award qualified subcontractors in accordance with their proposed subcontracting plan, as described in **Section 2** and **Section 3** of this RFP.

## **2.8. Management Price Percentage**

A Management Price Percentage will be applied to all Construction Phase CAP Proposals. The Management Price Percentage shall include all applicable line items in **Appendix C** of this RFP, including profit and indirect costs as defined in **Appendix C**.

CDOT has established the Management Price Percentage for the Project at 10.5%. Proposer acceptance of the Management Price Percentage shall be submitted with the Proposal using **Form B-2** in **Appendix B** of this RFP and the information in **Appendix C** of this RFP, collectively called Management Price Percentage Certification (MPPC).

The MPPC shall consist of a maximum of three total pages: (1) completed Form B-2 and (2) 2-page maximum limit of detailed information showing the breakout of the Management Price Percentage, in **Appendix C** of this RFP. The three-page maximum shall be submitted with the Proposal in accordance with deadlines in **Section 2.3** of this RFP. Other indirect and non-reimbursable costs outlined in **Appendix C** of this RFP must be considered when certifying agreement to the MPPC.

The MPPC will be evaluated for responsiveness. If the MPPC is determined by CDOT to be non-responsive, the corresponding Proposal will also be determined by CDOT to be non-responsive. The corresponding non-responsive Proposal will not be evaluated or scored and will not continue in the procurement process.

## **2.9. Proposal Submittal - Step 1**

Proposers must comply with the following items. CDOT retains the right to waive any minor irregularity or requirement, so long as CDOT determines that it is in its and the Project's best interest, as determined by CDOT, in its sole discretion.

- A. Submit electronically through BidNet at:  
<https://www.bidnetdirect.com/colorado/cdotconstructionengineeringservices>.

Contact BidNet Direct support for help at (800) 835-4603 with any issues submitting electronically.



- The maximum file size is 50 MB.
- CDOT will only evaluate files that are received by the date and time deadline set forth in **Section 2.3** of this RFP.

**B. Proposal Format:**

- Submittals shall be formatted with section headers/tabs in the exact form and alphanumeric sequence of **Section 3** of this RFP.
- Submittals shall use a minimum font size of 11 Times New Roman and minimum font size of 10 Times New Roman exclusively for charts, graphs, and figures.
- Web links or QR codes to external documents, information, videos, etc. are not allowed.
- Introductory Letter
  - o 1-page limit (8-1/2" x 11" electronic paper size). Proposers shall acknowledge all issued addenda within this letter.
- Proposal Section
  - o 12-page limit (8-1/2" x 11" electronic paper size).
  - o 3-page limit (11" x 17" electronic paper size) shall be reserved exclusively for visual aids such as charts, graphics, and plan sheets.
  - o The total page limit for the Proposal Section is 15-pages (single sided).
  - o Background information for Key Personnel or other Team members does not need to be duplicated in the Proposal Section. Proposers can refer to the Appendix Section for this information.
- Appendix Section

The Appendix Section shall only include:

  - o Potential conflicts of interest: No page limit (8-1/2" x 11" electronic paper size).
  - o Signed Anti-Collusion Affidavit, CDOT form #606: No page limit (8-1/2" x 11" electronic paper size).
  - o Evidence of Prequalification per **Section 2.2.D** of this RFP.
  - o Surety Letters: No page limit (8-1/2" x 11" electronic paper size).
  - o Evidence of insurability: No page limit (8-1/2" x 11" electronic paper size).
  - o Resumes and references for team members: 20-page limit (8-1/2" x 11" electronic paper size). At a minimum, it is expected that resumes and references are included for all Key Personnel. The Proposer may include resumes and references for non-Key Personnel team members but shall adhere to the 20-page maximum page limit.



- o MPPC (Form B-2 and Appendix C): Maximum of three pages (8-1/2" x 11" electronic paper size).
  - o Maximum Compensation for Construction Manager Preconstruction Services (Form B-1): 1-page limit.
  - Supplemental Section
    - o 6-page limit (8-1/2" x 11" or 11" x 17" electronic paper size).
    - o The Supplemental Section shall be reserved exclusively for supplemental materials for risk assessments, Cost Model examples, process illustrations, the organizational chart, and additional photos, exhibits, or schedules.
    - o Supplemental information will only be considered in the scoring if clearly referenced in the Proposer's responses to Section 3 - Proposal Content and Evaluation Criteria
  - Commendation Section
    - o 5-page limit (8-1/2" x 11" electronic paper size).
    - o The Commendation Section shall be reserved for awards or letters of recommendations.
- C. CDOT will evaluate Proposals in accordance with criteria as indicated in **Section 3.1** of this RFP and subsequently score the submitted responsive Proposals in accordance with criteria in **Appendix B** of this RFP.
- D. Responses to all items must be complete; Proposers are encouraged to cross-reference to other sections of their proposal where applicable.
- E. All references must be current and relevant.
- F. Tabs, covers, and tables of content pages do not count toward the page count. All proposals must be submitted in .pdf format and transmitted electronically to CDOT.
- G. Short List
- From the Proposals received, the Selection Panel will shortlist the top three Proposers but reserves the right to shortlist two or four Proposers if it is in CDOT's and the Project's interest to do so. The Proposals will be evaluated and scored using the scoring indicated in **Section 3** and **Appendix B** of this RFP.

## **2.10. Interviews - Step 2**

Mandatory interviews will be conducted for the shortlisted teams only. Interview times will be arranged by CDOT per **Section 2.3** of this RFP and are subject to change; all shortlisted firms will be notified in advance. Interviews will be evaluated and scored using the scoring indicated in **Section 3** and **Appendix B** of this RFP.



## Section 3 - Proposal Content and Evaluation Criteria

### 3.1. Evaluation Criteria for Proposals (65 Points Possible)

#### A. CM Project Management Team (15 Points Possible)

##### Composition and Commitment of the CM Project Management Team

- Provide a description of the composition of the team's Project Key Personnel. If the Proposer team is a Joint Venture or association, indicate specific responsibilities of each party to the Joint Venture.
- Provide, identify, and discuss the qualifications of the Key Personnel and include the following:
  - Provide job descriptions, responsibilities, and authority
  - Provide a list of the concurrent projects, responsibilities, and commitments that each may have for the duration of the Project
  - Current home office location
  - Qualifications and past construction experience relevant to this Project, in addition to length of time performing those job duties
  - Unique skills or knowledge each may possess related to the Project
  - Length of time of overall experience pertinent to the scope of this project and length of time with the current firm for each
  - Experience on similar projects as a team
  - Provide resumes and two current references for the Key Personnel in an appendix to the Proposal. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of the proposal due date
- The following Tier I, II, and III Key Personnel descriptions contain the suggested skills, experience, knowledge, and level of commitment for each role. The Proposer is not required to meet the following suggestions but is encouraged to propose their strongest team. If at any time, the Key Personnel are performing substandard to CDOT's expectations, CDOT reserves the right to replace Key Personnel.

##### Tier Breakdown

TIER I: One team member should comprise the role as the Key Personnel for the Project, and should have the following Tier I skills, experience, and knowledge:

- Project Manager (PM)
  - This team member shall serve as the overall PM for the CM services



and, if awarded a GC Construction Project Contract, GC construction services. The PM shall be the main point of communication for the Project team;

- This team member shall remain in this role for the duration of the Project and is not permitted to fulfill any Tier II or Tier III responsibilities;
- This team member shall have a minimum of 12 years of industry experience and shall have demonstrated experience and expertise in a similar role in the delivery of projects of a similar scope, value, nature, and complexity to the Project; and
- Anticipated time commitment: 75-100% throughout the duration of the Project.

TIER II: The following staff members shall comprise Key Personnel for the Project, and should have the following Tier II skills, experience, and knowledge:

- o Construction Manager
  - This team member shall be responsible for providing construction and constructability expertise, construction phasing, and seeking innovative solutions during preconstruction services;
  - This team member shall have a minimum of 10 years of experience in construction and management of construction on highway projects similar in scope, value, nature, and complexity of the Project; and
  - Anticipated time commitment: 50-75% during preconstruction, 100% during construction (if applicable).
- o Scheduling Expert/Project Controls
  - This team member shall be responsible for managing the Project schedule and Project risk;
  - This team member shall have a minimum of 7 years of industry experience specific to this expertise and be able to confidently use the scheduling software of choice as shown in **Section 1.14** of this RFP; and
  - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-50% during preconstruction, 50-75% during construction (if applicable).
- o Quality Manager
  - This team member shall be responsible for quality assurance during the preconstruction phase and if a CAP is successfully negotiated this position may transition into managing Contractor Project quality



- control throughout construction;
- This team member shall have a minimum of 7 years of industry experience specific to this expertise; and
- Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-50% during preconstruction, 75-100% during construction (if applicable).
- o Cost Estimator
  - This team member shall be responsible for providing ROM cost estimates and OPCCs during preconstruction services;
  - This team member shall have a minimum of 7 years of industry experience specific to this expertise; and
  - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-60% during preconstruction, and 10% during construction (if applicable).
- o Environmental Specialist
  - This team member shall be responsible for providing guidance on all environmental issues, for example the incorporation and construction of erosion control measures into the Stormwater Management Plan (SWMP) and permanent water quality;
  - This team member shall have a minimum of 7 years of environmental experience, including preconstruction and construction experience; and
  - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 20-40% during preconstruction, and 50-75% during construction (as needed).
- o Traffic & Safety
  - This team member shall be responsible for verification of and compliance with MUTCD and CDOT S standards on all traffic and safety related aspects of the project, including various elements of the TMP, TCP, and TO plan;
  - This team member shall have a minimum of 7 years of traffic, safety and operations, including preconstruction and construction experience; and
  - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 20-40% during preconstruction, and 75-100% during construction (as needed).
- o Public Information Officer/Stakeholder Engagement



- This team member shall have a minimum of 7 years as an experienced manager in public information, public relations, and strategy in communication with stakeholders;
- This team member shall have demonstrated experience and expertise filling a similar role in the delivery of projects equivalent in scope, value, nature, and complexity to the Project, including close coordination with design and owner's representative teams; and
- Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 20-30% during preconstruction, and 100% during construction (if applicable).

TIER III: Technical Experts will make-up Tier III of the organization structure but are not considered Key Personnel. Technical Experts are expected to attend relevant Project meetings. Tier III staff should provide the following skillsets, knowledge, and experience:

- o Materials,
  - o Geotechnical,
  - o Utilities,
  - o Roadway,
  - o Drainage,
  - o Landscaping/Aesthetics, and
  - o Civil Rights (Equal Employment Opportunity).
- Multiple Tier II and Tier III skill sets may be fulfilled by one individual if adequate justification is made in the proposal to define who is fulfilling what role and their qualifications. Proposers shall identify a lead person for each skillset.
  - The Proposer may identify and include additional Key Personnel within the Proposal that are necessary for the success of the Project. The Proposer shall include an explanation for the additional Key Personnel, and the added value they bring to the Project. The Key Personnel requirement within **Section 1.15** of this RFP will apply to any additional Key Personnel identified by the Proposer.
  - All Key Personnel are expected to attend relevant Project meetings.
  - Key Personnel are expected to have been delegated a reasonable level of decision-making authority on behalf of the CM.

#### Organizational Chart and Succession Planning

- Provide a graphic showing the CM's organizational chart, complete with working titles for the team for the preconstruction phase. Provide an explanation of any variation to the anticipated Key Personnel time



commitments stated above.

- Provide a narrative describing succession planning for team stability and planning for any member of the project team that may leave.
- See **Section 1.15** of this RFP for additional information related to Key Personnel.

#### Safety Record and Performance

- Provide a narrative of the Proposer's largest foreseen safety risks for the Project and describe the safety programs, processes, and initiatives that the Proposer currently has in place to help manage/mitigate/or eliminate the safety risks.
- Provide the following information for each entity involved, covering the last 4 years (2022-2025).
  - Experience Modification Rates (EMR)
  - OSHA Reportable Incident Statistics

#### **B. Contractor Capability (10 Points Possible)**

Pursuant to Section 24-93-110, (1), C.R.S. CDOT will not exclude a Proposer from the short list based solely on the Proposer's lack of experience in delivering a public project in the State using the CM/GC delivery method.

#### Prior Project Experience/Performance/References

- Provide a summary of the Proposer's previous project experience relevant to the general scope and construction value of work for this Project.
- Provide three or more relevant projects/programs that demonstrate the Proposer's ability to be successful on this Project. For each listed project or experience, include the name of the owner, any architect/engineer references, and the contract information. CDOT may at its discretion, contact references on the listed projects.

Provide at a minimum:

- The project/contract name,
- Project delivery method,
- Description of services provided,
- Overall construction cost of the project, as applicable, including the initial contract/construction value and value at final acceptance. Please provide reasoning for any differential,
- Description of project schedule performance, including initial schedule, and reasons for schedule change,
- Coordination with stakeholders, if any,



- o Key personnel assigned or in-house staff and their level of involvement,
- o Senior Leadership assigned and their commitment in time to the overall success of the project, as well as their commitment to the success of the Owner's Program,
- o Major subcontractors and primary subcontracts used in the performance of the contract, and
- o Project Reference(s). All references submitted shall be current for relevant projects. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of proposal due date.

### **C. Strategic Project Approach (20 Points Possible)**

#### Preconstruction Services

Provide a narrative that describes the Proposer's project specific plan and approach to meeting the Project Goals. Identify how the Proposer will manage schedule, budget, and incorporation of innovation.

CDOT determined that CM/GC is the most appropriate delivery method to ensure the primary project goal of achieving BRT revenue service by 2030 is met. This selection is driven by the ability to utilize severable construction packages to mitigate schedule risks associated with right-of-way acquisitions and third-party agreements along the 18-mile corridor. Furthermore, CM/GC allows for collaborative risk sharing through a formal risk register and provides the financial flexibility to align the construction scope with various funding sources as they are realized. The Proposer shall describe their role and responsibility in the refinement and quality of the design, the accuracy of the scope, and the efficiency of project execution.

Describe the Proposer's strategy for management of the Project that would encourage building a culture of success and collaboration. Highlight how the Proposer will manage preconstruction milestones, quality control during preconstruction, project resources, and environmental resources.

Describe how the Proposer will partner with CDOT, and the designer, to ensure that every dollar invested into the preconstruction phase of the Project adds value to the Project.

#### Construction Services

Describe the Proposer's specific plan and approach to construction project management for the Project. Describe how the Proposer is uniquely skilled to manage the challenges of the Project. Highlight the strategy to meeting construction milestones, project sequencing, early action opportunities, critical scope elements, stakeholder coordination, and market conditions.



Describe the Proposer's specific plan and approach to scope management, self-performance, subcontractor management, and management of Civil Rights compliance.

Describe the Proposer's plan and approach to environmental management for the Project. Include an emphasis on air quality and emission reduction, including greenhouse gasses, NOx, fine particulate matter, and other co-pollutants, for construction activities and materials.

Describe the Proposer's plan and approach for incident response. Include how your team will remain agile to coordinate, adapt, complement, and contribute to the Incident Command's direction, if required.

#### Project Innovations

Describe the Proposer's practical innovative ideas specific to the Project in detail. All innovative ideas presented by the Proposer will be considered proprietary in accordance with Section 2.1.E of this RFP.

### **D. Approach to Risk, Schedule, and Pricing (20 Points Possible)**

#### Risk Approach

Define the key steps to risk management that the Proposer will employ. Describe how those steps will be applied to both the preconstruction and construction process.

Describe the techniques and tools that the Proposer will use to quantify the risk, establish a risk pool, and participate in management of the risk pools and contingencies.

Identify and describe the top five risks the Proposer has identified on the Project and what are the preliminary plans to manage those risks. Be specific on how the Proposer will prioritize those risks and manage them.

#### Schedule Approach

Describe the Proposer's plan and approach to managing the construction schedule in such a way as to minimize impacts to the traveling public, encourage efficient execution, inform the preconstruction process, manage the critical path, incorporate innovation, and provide reasonable float.

#### Cost Model Approach

Describe the Proposer's approach to Transparency and Accountability in the Cost Model. Describe how the Proposer will contribute to the pursuit of the project goals and provide easy to interpret deliverables using standard agreed upon terms and inputs.

Describe how the Proposer's cost model will incorporate the variables that affect project costs, innovation, essential inputs needed, coordination with the Owner and their Independent Cost Estimator, and be reliable over multiple construction seasons.



### **3.2 Evaluation Criteria for Interviews (35 Points Possible)**

An interview is a mandatory part of the selection process for those Proposers on the Short List. The structure of the interview will be as follows:

#### **A. Short Presentation (20 Points)**

Summarize the Proposal and describe the Proposer's innovative ideas and unique resources (20 Minutes). The Proposer must communicate to the Selection Panel why the Selection Panel should determine the Proposer as the apparent successful Proposer. What strategies and abilities does the Proposer bring to this Project to distinguish them from the other shortlisted Proposers? Limit the presentation to the most critical points of the Proposal and focus on what your team can bring to the project and why.

#### **B. Question and Answer Session with the Selection Panel (15 Points)**

At the start of this session, the Proposer will be given project specific questions and a designated period to review and coordinate their team responses. Following this preparation time, the Proposer will be allocated 25 total minutes to deliver their responses to the Selection Panel. The project specific questions and review period provided to each Proposer will be the same.

The Proposer is responsible for managing the delivery of their answers and monitoring the 25 minute time limit to ensure all responses are completed. The Selection Panel may use any remaining time within the 25 minute limit to ask follow up questions. These follow up questions may pertain to the Proposer's proposal, short presentation, or the responses provided during this session. The Proposer shall ensure that all responses and follow up questions are addressed within the allotted time.

The interview presentation and question/answer scoring will be based on the following criteria:

- Project Understanding,
- Project Approach,
- Project Innovation,
- Communication Skills, and
- Understanding of CM/GC Project Delivery Model.



## Appendix A: Preconstruction Roles and Responsibilities Matrix

The following tables outline the communication, consensus building, project team reviews, conceptual design, data gathering, documentation, and formal public notice activities required during the Preconstruction phase. All activities must be planned by the appropriate responsible party and coordinated with all team members to ensure parallel paths of activity are completed in accordance with the shortest possible schedule. The type and number of meetings and documents will vary based on the specific category and characteristics of the project work.

This matrix serves as the foundational agreement for workload distribution. The Construction Manager (CM) shall work with the Design Team to finalize this Appendix, ensuring the "Lead," "Support," and "Collaborative" designations align with the specific needs of the project, for final approval by the Project Director.

### Legend:

- **Lead:** Primary responsibility for the item.
- **Support:** Secondary responsibility to assist or provide data.
- **Collaborative:** Shared responsibility requiring active participation from all parties.



## Preconstruction Roles And Responsibilities Matrix

### I. Initial Project Scoping & Progress Meetings

Activity	Contractor	Design Consultant	CDOT / Others
Partnering Intro Session	Support	Support	Lead
Project Site Visit & Inspection	Lead	Support	Support
Review Status, Goals, & Schedule	Collaborative	Collaborative	Collaborative
Initial Risk Management Plan	Lead	Support	Support
Review Environmental Documents	Lead	Lead	Support
Independent Design & As-Built Review	Lead	—	—
Develop Project Schedule & Tasks	Lead	Support	Lead
Identify Design Criteria	—	Lead	Support
Discussion of Long Lead Items	Lead	—	Support
Analysis of Phasing/ PS&E Packaging	Lead	Support	Support
Set Naming Convention Standards	Support	Lead	Support
Develop Document Review Process	Support	Lead	Support

### II. Project Development Process & Communication

Activity	Contractor	Design Consultant	CDOT / Others
Project Management	Support	Support	Lead
Communication & Consensus Building	Support	Support	Lead
Maintain Updated Contact List	Support	Lead	Support
Graphics Support & Presentations	Collaborative	Collaborative	Collaborative
Provide Local Office	—	—	Lead
PM Updates on Progress	Collaborative	Collaborative	Collaborative
Project Discussion	Collaborative	Collaborative	Collaborative
Project Meeting Minutes	—	Lead	Support



**III. Preliminary Design**

<b>Activity</b>	<b>Contractor</b>	<b>Design Consultant</b>	<b>CDOT / Others</b>
Preliminary Design Development	—	Lead	Lead
CDOT Specialty Unit Coordination	—	Support	Lead
Environmental Data and Analysis	—	Support	Lead
Environmental Mitigation Development	Support	Support	Lead
Environmental Clearances and Permits	—	—	Lead
Hazardous Material Investigation	—	Support	Lead
ROW Clearances	—	Support	Lead
Local Clearances	—	Support	Lead
CDOT Forms/Process	—	—	Lead
Utility Coordination	Support	Support	Lead
Conduct Field Survey	—	Lead	—
Field and Project Research	Collaborative	Collaborative	Collaborative
Develop and Calculate Quantities	Support	Lead	Support
Provide PS&E Packages	—	Lead	Support



**IV. Preconstruction**

Activity	Contractor	Design Consultant	CDOT / Others
Construction Requirements	Lead	Support	Support
Innovation Development & Tracking	Lead	Support	Support
Value Engineering	Lead	Support	Support
Verify As-Built Plans	Collaborative	Collaborative	Collaborative
Develop Cost Model	Lead	—	Support
Construction Phasing Plan	Lead	Support	Support
Preliminary Construction Schedule	Lead	—	Support
Risk Register Management	Lead	Support	Support
Maintain ESB and Subcontractor Plan	Lead	—	—
Constructability Reviews	Lead	Support	Support

**V. Milestone Reviews (30% FIR & 90% FOR)**

Activity	Contractor	Design Consultant	CDOT / Others
Compile Milestone Plans/Specs	—	Lead	Support
Provide Updated Quantities	Support	Lead	Support
Prepare Engineer’s Estimate	—	—	Lead
Provide OPCC	Lead	—	—
Review PS&E Package/Redlines	Lead	—	Lead
Document Design Deviation Justification	—	Lead	Support
Attend FIR/FOR Meetings	Collaborative	Collaborative	Collaborative
Post-Milestone Revisions & Memos	—	Lead	—
Update Cost Model	Lead	—	Support



VI. CAP Proposal & Negotiations

Activity	Contractor	Design Consultant	CDOT / Others
Supply Cost Model to ICE	Lead	—	Support
Construction Contract Checklist	—	—	Lead
Prepare/Submit CAP Proposals	Lead	—	Support
Procure Independent Cost Estimate	—	—	Lead
Review CAP vs. Engineer Estimate	—	—	Lead
Negotiate Final CAPs	Collaborative	—	Collaborative
Submit Electronic Bid	Lead	—	—



## Appendix B: Evaluation Notes and Forms

### Proposal Evaluation and Interview Evaluation Scoring Notes:

1. CDOT has developed an Evaluation Manual to promote objectivity and transparency. Selection Panel Members are required to read, attend training, and follow all scoring guidelines.
2. All Selection Panel Members have signed Non-Disclosure Agreements and Conflict of Interest Disclaimers as part of this procurement and cannot directly be contacted by or contact anyone outside of the Evaluation Facilitator about this project until the CM Services contract has been executed.
3. Points have been assigned prior to evaluation and are to be consistent on all evaluation forms. Comments by Selection Panel members are required on all scoring forms so that all Proposers may receive constructive feedback on their proposals and performance.
4. Selection Panel scoring values will be only numbers in whole, half, or quarter-number increments (i.e. 2.25, 3.50, 4.00.). Scoring of the Proposal and Interview will be based on the Evaluation Assessment Guidelines as set forth in the table below.
5. Strengths and Weaknesses for the Evaluation Assessment Guidelines as set forth in the table below are defined as follows:
  - A. *Strengths* - That part of the Proposal that ultimately represents a benefit to the Project and is expected to increase the Proposer's ability to meet or exceed the Project Goals. A Minor Strength has a **slight positive influence** on the Proposer's ability to meet or exceed the Project Goals while a Significant Strength has a **considerable positive influence** on the Proposer's ability to meet or exceed the Project Goals.
  - B. *Weaknesses* - That part of a Proposal which detracts from the Proposer's ability to meet the Project Goals or may result in inefficient or ineffective performance. A Minor Weakness has a slight negative influence on the Proposer's ability to meet the Project Goals while a Significant Weakness has a considerable negative influence on the Proposer's ability to meet the Project Goals.



Evaluation Assessment Guidelines	
Selection Panel members will individually evaluate and score their assigned proposal category in accordance with the evaluation criteria set forth in this RFP and assign a numerical score according to the scoring methodology listed below.	
Score	Description
5	<p>The Proposer demonstrates <b><u>several Significant Strengths</u></b> and/or <b><u>several Minor Strengths</u></b>, has <b><u>no Significant Weaknesses</u></b> or <b><u>no Minor Weaknesses</u></b> regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer’s qualifications.</li> </ul> <p>The response supports an extremely strong expectation of successful Project performance if ultimately selected as the CM.</p>
4	<p>The Proposer demonstrates <b><u>several Minor Strengths</u></b> and/or <b><u>few Significant Strengths</u></b>, has <b><u>few Minor Weaknesses</u></b> and <b><u>no Significant Weaknesses</u></b> regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer’s qualifications.</li> </ul> <p>The possibility exists that if selected, the Proposer may offset the weakness of the response with their strengths. However, their minor weakness could slightly affect the success of the Project.</p>
3	<p>The Proposer demonstrates <b><u>several Minor Strengths</u></b> and <b><u>no Significant Strengths</u></b>, has <b><u>several Minor Weaknesses</u></b> and <b><u>few Significant Weaknesses</u></b> regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer’s qualifications.</li> </ul> <p>The possibility exists that if selected, the Proposer’s Weaknesses could have an adverse effect on the success of the Project.</p>



<p>2</p>	<p>The Proposer demonstrates <u>few Minor Strengths</u> and <u>no Significant Strengths</u>, has <u>several Minor Weaknesses</u> and/or <u>several Significant Weaknesses</u> that demonstrate deficiency regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer’s qualifications.</li> </ul> <p>It is probable that if selected, the Proposer’s Weaknesses will have an adverse effect on the success of the Project.</p>
<p>1</p>	<p>The Proposer demonstrates <u>no Minor Strengths</u> and <u>no Significant Strengths</u>, has <u>several Minor Weaknesses</u> and/or <u>several Significant Weaknesses</u> regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer’s qualifications.</li> </ul> <p>The response supports a strong expectation that if selected, the Proposer’s Weakness will negatively impact the pursuit of the Project Goals.</p>



**Colorado Department of Transportation**  
**Form B-1: Maximum Compensation For Construction Manager**  
**Preconstruction Services Certification**

Name of Proposer: \_\_\_\_\_

Name of Project: Federal Blvd Bus Rapid Transit

Date: \_\_\_\_\_

The undersigned certifies its acceptance or rejection of the CDOT determined Maximum Compensation for Construction Manager Preconstruction Services of \$2,000,000 (RFP Section 1.20), established for the above project by selecting either “Accept” or “Reject,” initialing next to the proposer’s section, and signing this certification:

\_\_\_\_\_ Accept the Maximum Compensation for Construction Manager Preconstruction Services - \_\_\_\_\_  
Initials

OR

\_\_\_\_\_ Reject the Maximum Compensation for Construction Manager Preconstruction Services - \_\_\_\_\_  
Initials

By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_ Date: \_\_\_\_\_



Signed and initialed certification of the project's determined Maximum Compensation for Construction Manager Preconstruction Services must be clearly established and included with the response to this Project's Request for Proposal.

Certifying "Reject" of the Maximum Compensation for Construction Manager Preconstruction Services will cause the corresponding Proposal to be considered non-responsive to the solicitation and the corresponding Proposal will not be scored or further considered in this Project's procurement.

Failure to certify acceptance or rejection of the Maximum Compensation for Construction Manager Preconstruction Services may cause the corresponding proposal to be considered non-responsive to the solicitation.



**Colorado Department of Transportation  
Form B-2: Management Price Percentage Certification  
Construction Manager/General Contractor Services**

Name of Proposer: \_\_\_\_\_

Name of Project: Federal Blvd Bus Rapid Transit

Date: \_\_\_\_\_

The undersigned certifies its acceptance or rejection of the CDOT determined Management Price Percentage (MPP) of 10.5 percent, established for the above project by selecting either "Accept" or "Reject," initialing next to the proposer's section, and signing this certification:

\_\_\_\_\_ Accept the MPP - \_\_\_\_\_ Initials

OR

\_\_\_\_\_ Reject the MPP - \_\_\_\_\_ Initials

By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and initialed certification of the project's determined MPP must be clearly established



and included with the response to this project's Request for Proposal.

Certifying "Reject" of the MPP will cause the corresponding Proposal to be considered non-responsive to the solicitation and the corresponding Proposal will not be scored or further considered in this project's procurement.

**In addition to submitting this certification, Proposers are also required to submit the information in Appendix C (two-page maximum for Appendix C).**

Failure to certify acceptance or rejection of the MPP may cause the corresponding proposal to be considered non-responsive to the solicitation.



### Appendix C: Construction General Conditions

	<b>Costs NOT TO BE included in CM/GC Management Price Percentage</b>	<b>Costs TO BE included in CM/GC Management Price Percentage</b>
<b>Item</b>	<b>Costs for the categories below will be negotiated and included in the direct “Cost of the Work”</b>	<b>Other indirect and non-reimbursable costs to be included in the CM/GC price percentage are listed below</b>
E.1	Mobilization	Project Principal - all costs
E.2	Project Manager	Project Manager relocation, housing, and subsistence costs.
E.3	Construction Manager/Superintendent	Construction Manager/Superintendent relocation, housing, and subsistence costs.
E.4	All other on-site, construction management staff as approved by the Agency	Additional CM/GC staff relocation, housing, and subsistence cost.
E.5	On-site administrative staff, including clerical and secretarial staff	Home, branch and regional office administrative support staff and all related costs
E.6	All project direct costs related to Safety	Home, branch and regional office safety support staff and all related costs
E.7	All project direct costs related to Quality Control	Home, branch and regional office quality control support staff and all related costs
E.8	Project office costs for cleaning, set-up/demo, maintenance, security, utilities, rent/lease, equipment, and furniture	Profit
E.9	Materials and equipment handling, including shipping/transport to site and storage costs	
E.10	Costs to co-locate with Agency staff	
E.11	Job site temporary toilet facilities and maintenance	
E.12	Partnering workshops	
E.13	Construction rental equipment	
E.14	Actual cost of permits	
E.15	All project direct costs related to implementation of Agency-approved sustainable practices	
E.16	All project direct costs related to implementation of Agency-approved DBE/ESB program.	



E.17	Construction equipment and vehicles at Proposer's internal cost rate, including costs of maintenance and fuel	
E.18	All costs related to cell phones, radios, fax machines, pagers, computers and software.	
E19	All costs of capital and interest; licenses and taxes required by law.	
E.20	Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies	



## Appendix D: Sample Construction Manager Contract

<https://www.codot.gov/business/alternativedelivery/assets/cm-contract-final-clean-current-final-template-with-edits-from-blue-mesa-for-mg-from-liliana-9-19-24-1.pdf>

The contract is in review and anticipated to have non-substantive updates inclusive of clarifications on the Civil Rights exhibit. An updated sample contract will be included at the time of advertising the Final RFP.