



COLORADO

Department of Transportation

Request For Proposals

Construction Manager/General Contractor (CM/GC) Services

Military Access, Mobility and Safety Improvement Project

PROJECT NUMBER: NHPP 0252-452 (21249)

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Colorado Department of Transportation
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SECTION 1 – SCOPE OF WORK AND PROJECT INFORMATION

1.1. SCOPE OF THIS RFP FOR CMGC SERVICES SELECTION

CDOT is soliciting CMGC services for the Military Access, Mobility and Safety Improvement Project (the “Project”). The Project has four primary areas of focus and have different funding sources:

- State Highway 94: The project component comprises the introduction of a west bound passing lane of approximately one mile beginning at mile post 5.5, intersection improvements at Enoch Road, and installation of a signal and construction of a “jug handle” at Blaney Road. Installation of Fiber Optic from US 24 to Enoch Road connecting to CDOT fiber on US 24. This design is in the early stages as the survey was just completed. This design is being completed with CDOT staff and is 30% designed.
- South Academy Blvd: The project component comprises the widening of several aspects of this county owned facility to three lanes to alleviate recurring congestion. The work will be done largely through striping, expanding into shoulders on roadway and bridges, modifying merge lanes and bridge scour work. This design has not started and will be completed by CDOT Consultant staff.
- Interstate 25:
 - A. The largest and most comprehensive component of the project will comprise the installation of median barriers on the 7.5-mile stretch of interstate between the South Academy and South Santa Fe Avenue Exit/Fort Carson Gate 19 exit, the widening to 12 feet of the inside and outside shoulders, PCCP overlay, extending acceleration lanes, super-elevation corrections, profile adjustment of I-25, deck rehabilitation to six other bridge along the alignment with possible shoulder widening, and the installation of ITS components. This design will be completed by CDOT Consultant staff and is about 50% designed.
 - B. The full replacement of two bridges crossing South Academy and Interchange redesign/reconstruction. Interchange type selection has not been completed nor has the Bridge type selection. This design has not started and will be completed by CDOT Consultant staff.
- Charter Oak Ranch Road: A component of the scope comprises improvements to the intersection with Santa Fe Avenue and complete reconstruction of Charter Oak Ranch Road from the intersection to Gate 19 of Fort Carson. This reconstruction includes safety and roadway improvements and pedestrian facilities. The design is completed for this portion of the project. Minimal changes are expected to ensure the El Paso County design complies with CDOT project standards and specifications.

The selected Proposer (also referred to as “Contractor”) will provide preconstruction phase Construction Management (“CM”) services and will have the opportunity to be selected as the General Contractor (“GC”) during the construction phase. However, the construction contract is not guaranteed, and is dependent on successful Construction Agreed Price (CAP) negotiation with the Owner (“CDOT”).

The current draft scope of work reflects the known Project goals and risks. One selection factor used in determining the successful Proposer will be the ability of the Contractor to

analyze the Project goals, participate in determine logical packages for construction, evaluate work elements, assist in risk management, and formulate a proposal. This process may produce new approaches or modify the Project work elements. The final scope of work for the Project will evolve based on input from various sources including CDOT, Consultants, the selected Contractor, and stakeholders.

The Contractor will partner with the Design Consultant, the Independent Cost Estimator (“ICE”), and CDOT as a member of the integrated design team. The Contractor will provide input on schedule, phasing, constructability, risk, and cost throughout the preconstruction phase of the Project.

The Contractor’s tasks during the preconstruction phase include, but are not limited to:

- Design Review:
 - Thoroughly review 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.
 - The Design Consultant or CDOT design team, ICE, and Contractor shall independently calculate quantities for verification purposes of construction packages. Final quantities will be determined based on an analysis of GC and ICE estimates.
 - Provide constructability input on all facets of the Project including, but not limited to:
 - major interchange designs at I-25 & Academy Blvd,
 - technique opportunity minimal impact to traveling public,
 - bridge types and retaining walls,
 - optimize the construction packages for early work,
 - maintenance of existing road during construction,
 - super-elevation correction construction, and,
 - temporary and permanent median barriers and sound wall design.
 - Provide written reviews or reports and details/redlines of the Project plans and specification packages at Project milestones. The report should adequately address constructability; traffic phasing; clarifications; design plan and specification errors, omissions, or conflicts; potential impacts to schedule; potential impacts to cost; risk identification; and value engineering suggestions/recommendations.
 - Work with design team to make determinations if early procurement (long lead-time procurement (“LLTP”)) packages for materials are viable and cost effective, or if they have the potential to benefit to the Project or reduce the construction schedule. Procurement of these materials may be by the Contractor ahead of construction in concert with the NEPA process.
 - Work with the design team to make determinations if early construction packages are viable, cost effective, and have the potential to benefit to the Project or reduce the construction schedule.

- Provide feedback for appropriate level of plan detailing to complete construction.
- Actively participate in discussions to study and recommend ideas for design options as it pertains to constructability, innovation, value and quality.
- Identify ROW parcel purchase based on phasing, work areas, and construction packaging, given that Right-of-Way (“ROW”) acquisition as needed for package timing or construction work areas. Minimal ROW is expected.
- Provide additional milestone reviews based on package complexity.
- Provide timely feedback from design reviews to CDOT to assist in decision making.

- **Cost Estimating:**

- Ongoing Tasks

- To help inform decisions, the Contractor shall provide ongoing rough order of magnitude (“ROM”) cost estimating as design concepts are being developed and evaluated throughout the CMGC process. This may include:
 - Evaluating means and methods of various construction techniques that may influence design solutions with consideration of cost and schedule impacts, and
 - Evaluating industry standard operating and maintenance costs as inputs to life-cycle cost analysis.

- Tasks at Milestones

- Provide construction cost estimates at milestones that include the following activities:
 - Item identification that is compatible with CDOT’s cost data information, standards, and specifications,
 - It is anticipated the Contractor shall submit Opinion of Probable Construction Cost (“OPCC”)s at (if applicable depending on the packages) 30%, 60%, and 90% milestones. Additional OPCCs may be required at the request of CDOT if: package complexity indicates an added benefit, or work is added to the Project. Additional OPCCs may be required before the CAP if the Project team agrees on their necessity before the CAP proposal request. Analysis should include availability of labor, equipment, and materials. To facilitate comparisons with ICE estimates, both Contractor and subcontractors cost estimates will be included in an open book review.

- The Contractor shall submit a CAP proposal when both the Contractor and CDOT agree the design has progressed to the appropriate level, typically at 90%.
 - Quantity reconciliation will be required with the Design Consultant and CDOT. This may include verification of means of methods between CDOT, Design Consultant, and ICE.
 - The Contractor shall submit CAP proposals and Electronic Bid Submittals (“EBS”) once a negotiated CAP has been agreed upon.
 - CDOT may request the Contractor submit a CAP on early construction packages or for the procurement of long lead items.
- **Schedule:**
 - Provide continuous schedule validation for construction package schedules, overall Project schedule, and schedule analysis for impacts of concurrent construction packages (if proposed).
 - Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to validate deadlines and help develop Project delivery strategies.
 - Continually compare and validate construction schedules with ICE.
- **Risk:**
 - Lead quantitative and qualitative risk management discussions with the Project team to identify risks, develop mitigation strategies, and assign risk responsibility.
 - Set risk meeting frequency and prepare and update the Project Risk Register.
 - Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.
- **Meetings:**
 - Participate in the Project Scoping Workshop, Project Milestone Meetings, CAP negotiations (LLTP and Construction), recurring Project level and Program level status meetings, and any other meetings throughout preconstruction as agreed upon.
 - The Project Scoping Workshop will cover at a minimum the following items:
 - Introduction to the Project, CMGC, partnering session, Project stakeholder engagement, roles and responsibilities identification. Subcontractors performing major and high-risk work items should be in

- attendance.
 - The Project Team will review Project status, goals, objectives, funding, preliminary preconstruction schedule, etc.
 - The Contractor to bring an Initial Schedule to review and at a minimum include the following milestones (as applicable): 30%, 60%, 90%, design review meeting dates, cost model review meeting, and CAP negotiation dates.
 - Review and finalize scope of work and schedule for the potential early construction package.
 - The Contractor to provide initial cost model and risk register to the team.
 - Contractor will continue develop and maintain Project risk register and management plan.
 - Review of relevant plans, specifications, and reports.
 - Set up progress meeting frequencies and initiate working groups for various elements of the Project, i.e., bridge working group, risk working group, etc.
 - Progress meetings may include: project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.
 - Collaborate to establish a Project Document Control Plan.
 - Develop Communication Plan and Escalation Ladder.
 - Team may choose to visit Project site.
- The Contractor shall be prepared to document all value engineering and cost saving ideas during the design process. The Contractor shall provide a facilitator and participate in Value Engineering (“VE”) workshop at agreed upon milestones. At the VE workshop(s) the Contractor shall coordinate estimating tasks; and bring in multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials. The Contractor shall be responsible for preparing a VE summary of ideas captured during the design process and the workshop.
 - The Contractor shall participate in Project Goal setting at the project kick off meeting.
 - The Contractor shall participate in Partnering Meeting(s) with CDOT. The Contractor shall provide a facilitator and meeting space for the partnering meeting(s). A total of three partnering meeting are anticipated through the design and construction.
 - The Contractor shall participate in Goal Tracking Meetings to analyze how Project progress and decisions are aligning and tracking with Project goals. Items of focus include priorities, commitments, approach, scope, schedule (including long lead items, permits, ROW acquisition, phasing, etc.), risk, and cost reasonableness.

- **Deliverables:**
 - The Contractor will develop and produce the following reports and deliverables:
 - Subcontractor Selection Plan,
 - Quality Control Plan,
 - Material Sourcing Plan,
 - Worker and Public Safety Plan,
 - Risk Management Plan,
 - Procurement Review Report for each LLTP CAP, if required,
 - Provide monthly invoices and project reports to support payment of preconstruction CM services, and
 - Provide a list and narrative of value added items that the Contractor has contributed by performing this Project under the CMGC process prior to each CAP negotiation.

The Contractor shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if a CAP is successfully negotiated with CDOT.

The Contractor shall commit to integrating Disadvantaged Business Enterprises (“DBEs”) in the Project as required by the goals determined by the Region 2 Civil Rights Office during the CMGC services.

If negotiations for a final construction price (**see Section 2.1**) and the schedule are not successful, CDOT reserves the right to place the Project for open bid and the Contractor shall not be eligible to submit a bid. In this case, the Contractor shall be compensated for its pre-construction services per the CMGC services contract and CDOT will have no further contractual obligations to the Contractor.

A summary outlining the requested CMGC services is provided below.

The Contractor will be part of the design team. The Contractor tasks during the preconstruction phase include, but are not limited to:

- Partner with the Consultant Designer, and the CDOT Leadership Team, CDOT designers as part of the design team. The Contractor will provide input on schedule, phasing, constructability, material and equipment availability, and estimates throughout the preconstruction phase of the project.
- Review all existing as-built plans, current conceptual/preliminary designs, final design plans and site conditions.
- Coordinate the four primary areas of focus and their various level of development to assist in sequencing the work to minimize redundancies, and create an efficient execution of the Project (phases).
- Provide design and schedule validation for current conceptual/preliminary designs.

- Provide the ability to contract with outside vendors, if necessary.
- Attend the Project Scoping Workshop and any other meetings throughout preconstruction agreed to at the Project Scoping Workshop, including Project, Milestone, Action, Long Lead Time Procurement (LLTP) Construction Agreed Price (CAP), and Construction CAP negotiation meetings.
- The Project Scoping Workshop will cover at least the following items:
 - Introduction to the project, the project stakeholders, the CMGC delivery plan, planning partnering session(s) and identifying roles and responsibilities.
 - Team will review project status, goals, objectives, funding scenario's, preliminary preconstruction schedules, etc. Initial schedule should include milestones 30%, 60%, 90% (design review meeting dates), cost model review meeting, and CAP.
 - Team to work with CM to start developing project risk table and plan.
 - Review of relevant plans, specifications, and reports.
 - Team may choose to visit project site and potentially visit CM offices and meet potential subcontractors that add value to the project.
 - Set up progress meeting schedule and initiate working groups for various elements of the project, i.e., bridge working group.
 - Team to establish Document Control Plan.
 - Formal value engineering meeting will be required and CM shall participate.
- Provide cost estimates at milestones that include the following activities:
 - Item identification that is compatible with CDOT's cost data information, standards and specifications.
 - Develop/Update Opinion of Probable Cost ("OPCC") worksheet.
 - Quantity reconciliation with designer and CDOT. This may include verification of means of methods between CDOT, design consultant and ICE.
 - Analysis should include availability of labor, equipment, and materials.
- In conjunction with the design consultant the contractor will provide cost estimates, constructability and phasing reviews for design elements, and alternatives as needed throughout the project. This may include:
 - Evaluating industry standard operating and maintenance costs to determine life-cycle costs.
 - Evaluating user costs.

Assignment of the responsibility for this CM work shall be determined by the CDOT Project Manager during the course of the project and shall include:

- Work with design team to make determinations if early procurement (long lead time procurement, LLTP) packages for materials are viable and cost effective, have the potential to reduce the construction schedule and overall provide a benefit to the project. These materials could be procured by CDOT or the contractor ahead of construction.

- Work with the design team to make determinations if early construction packages are viable, cost effective, have the potential to reduce the construction schedule and overall provide a benefit to the project.
- Prepare written reports at the 30%, 60%, and 90% milestones summarizing the value engineering activities accomplished and any recommendations developed within each phase.
- Integrate Disadvantaged Business Enterprises (DBEs) in the project as required during the CM phase.
- Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to determine project costs, attainability of deadlines, and help develop value engineering ideas.
- Lead risk management discussions with project team, set risk meetings and prepare and update the project risk register. Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.
- Develop and produce the following reports and deliverables as directed by the CDOT PM:
 - Subcontractor Selection Plan
 - Quality Control Plan
 - Material Sourcing Plan
 - Worker and Public Safety Plan
 - Procurement Review Report for each LLTP CAP if required.
- Provide monthly invoices and project reports as required by CDOT for payment of preconstruction CM services.
- The Contractor shall be required to provide written reviews or reports and details/redlines of the project plans and specification packages at project milestones. The Contractor shall thoroughly review all plans, specifications, reports, diagrams, shop drawings, and all other necessary project documentation. Comments should be related to constructability, clarifications, design errors or omissions, schedule impacts, cost impacts, risk identification, or value engineer suggestions/recommendations. The Design Consultant and Contractor shall independently calculate quantities of the construction package.
- It is anticipated the Contractor shall submit an OPCC for each package identified.
- Lead Value Engineering workshop(s) at agreed upon Milestones to coordinate estimating tasks, bring multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials.
- Provide constructability input into the various bridge types, wildlife crossings, and retaining walls under consideration.
- Once the Contractor and CDOT agree the design has progressed to the appropriate level (typically at 90%); the Contractor shall submit CAP proposals and an Electronic Bid Submittal (EBS).
 - CDOT may request the Contractor to submit a CAP on early construction packages or for the procurement of long lead items.
 - The Contractor shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if a negotiated CAP proposals are agreed upon.

- If negotiations for a final construction price and the schedule are not successful, CDOT reserves the right to place the project for open bid. In this case, the Contractor shall be compensated for its pre-construction services per the CMGC services contract and CDOT will have no further obligations to the Contractor.
- Provide input on bridge construction techniques.
- Provide constructability input into the various bridge types and retaining walls under consideration.
- Provide input on construction package sizes, locations, and schedule for construction based on minimal impact to traveling public and best value for construction personnel and the travelling public materials and time of year for construction.

1.2. PROJECT GOALS

A successful Project will:

1. Minimize project delivery time by accelerating the start time of construction while providing a reasonable construction schedule. Execute a construction contract by early March 2020 or sooner.
2. Maximize the project scope and improvements within the project budget listed below:

Military Access, Mobility and Safety Improvement Project Budget			
Location	Construction Cost w/ Force Accounts	CE and Indirects	Total
*I-25 Concrete Overlay	\$ 47,730,000.00	\$ 12,270,000.00	\$ 60,000,000.00
State Highway 94	\$ 5,966,250.00	\$ 1,533,750.00	\$ 7,500,000.00
**South Academy Bridges	\$ 19,221,667	\$ 4,941,333.50	\$ 24,163,000.00
***South Academy Widening	\$ 20,470,000.00	\$ 2,530,000.00	\$ 23,000,000.00
Charter Oak Ranch Road	\$ 11,214,000.00	\$ 1,386,000.00	\$ 12,600,000.00
Project Total	\$ 100,917,250.00	\$ 20,896,750.00	\$ 127,263,000.00

3. It is CDOT's desire for the Contactor to perform the maintenance of I-25 within the project limits. The transfer of maintenance is anticipated to begin in March 2020. Typical maintenance includes but not limited to the following:
 - a. The responsibility for performing maintenance of the highway and bridge deck(s) within the project limits and shall conform to Sections 104.04, 105.19 and 107.17 of the 2017 Standard Specifications for Road and Bridge Construction; and,
 - b. Providing and maintain temporary median barrier prior to and during construction. CDOT has experienced a high number of incidents where traffic crosses the median and poses a conflict to oncoming traffic
4. Maximize capacity, improve safety, and provide a reliable trip for the traveling public.
5. Minimize inconvenience to the traveling public during construction.
6. Construct an environmentally responsible project.

7. Construction completion by the end of 2022.

1.3. **PROJECT DESCRIPTION/SCOPE OF WORK**

A. Project Background

The Project has four primary areas of focus in the Colorado Springs region, all of which are strategically important in the movement of personnel and equipment between nationally significant military facilities. Furthermore, these corridors are critical for the mobility of the residents of the Colorado Springs region, while I-25 serves as the backbone of commercial freight movement for the state of Colorado and the CanAm Corridor stretching from Mexico to Canada. Individually, the implementation of each area of focus will lead to more efficient and safer vehicular movement along these corridors. Collectively, the delivery of the Project will strengthen and enhance the redundancy of strategic movement between nationally significant military facilities, thereby enabling economic stability and development.

The four discrete projects are:

1. SH 94 Improvements,
2. South Academy Boulevard Efficiency and Resiliency Improvements,
3. I-25 Safety and Efficiency Improvements A. I-25 reconstruction, B. I-25/South Academy Interchange/Bridge replacement, and
4. Charter Oak Ranch Road Improvements.

Most of the project area is not covered under a previous environment assessment or planning document and one is not anticipated to be needed for any portion of the project. It is anticipated that each portion of the project will be cleared with a categorical exclusion.

The project is in El Paso County. CDOT will be the lead agency for the project, however CDOT has partnered with El Paso County, Peak Area Council of Governments (“PPACG”), Federal Highway Administration (“FHWA”), City of Colorado Springs, City of Fountain, Fort Carson, Colorado Parks and Wildlife, and a number of other local groups to move this project forward.

B. Project Information and Definition

State Highway 94: The section of SH 94 was original constructed in the 1920s. The project begins at its intersection with US 24 just east of Colorado Springs and stretches to the intersection of Enoch Road and the north entrance to Schriever Air Force Base. The proposed improvements to SH 94 comprise four components, each aimed improving safety and efficiency along the corridor.

- Addition of a westbound passing lane, increasing efficiency and safety conditions between North Franceville Coal Mine Road and US 24.
- Additional westbound lane and turn lanes near the SH 94/Enoch Road intersection, improving capacity and efficiency of the corridor.
- Addition of an eastbound turn lane between North Franceville Coal Mine Road and Blaney Road, and installing a signal and constructing a “jug handle” at the intersection at Blaney Road.
- Installation of fiber from US 24 to Enoch Road, enabling future installation of

ITS elements along the corridor and also enabling high speed communications for future planned development along the corridor.

Interstate 25 & S. Academy Blvd: The section of I-25 was originally constructed in the 1960s and remains essentially unchanged and has not kept pace with modern travel demands. This section of I-25 has narrow shoulders, creating limited options for drivers to maneuver around slow vehicles, crashes, or other obstacles, especially when traffic volumes are high. The existing asphalt pavement along the I-25 corridor shows signs of substantial distress, including visible signs of longitudinal cracking, high levels of transverse cracking and rutting. The aging pavement surface requires constant maintenance, with costs continuing to escalate. In addition, the corridor has experienced a significant number of crossover incidents over the past decades.

The project's major elements include, but are not limited to: repaving the existing lanes in each direction of I-25 between southern Colorado Springs and Fountain, widening of inside shoulders, minor bridge rehabilitation to six bridge structures, adding lighting and ITS elements, installing new drainage structures and culverts, and constructing walls and median barrier.

New interchange (type selection has not been completed) and replacement of two bridge structures over S. Academy Boulevard, in addition, S. Academy Boulevard will be widened to the East from four to six lanes from the interchange at I-25 to Bradley Road. The project is planned to be completed within CDOT or El Paso County ROW but may go outside of ROW if environmental mitigation strategies allow. It will be critical to maintain two lanes of traffic in each direction during peak travel times. CDOT Consultant AECOM is currently working on preliminary design. Topographic Survey, ROW Plans, pavement design, utility locates, and structural borings either have been completed or are in process.

Charter Oak Ranch Road: This last component of the Project comprises improvements to the intersection with Santa Fe Avenue and complete reconstruction of Charter Oak Ranch Road from the aforementioned intersection to Gate 19 of Fort Carson. Due the poor quality of the roadway, it is not used heavily by military personnel entering Fort Carson. The Charter Oak Ranch Road improvements comprise the following three main components:

- Roadway Improvements – The road would be rebuilt and widened in the westbound direction from the intersection with Santa Fe Avenue to Gate 19. A roundabout would replace the four-way stop sign intersection with Santa Fe Avenue. Curbing and a sidewalk would be added. An inadequate curve radius would be addressed. Turn lanes would be added for enhancing access to businesses and Fort Carson.
- Drainage Improvements – This would entail the replacement of existing features with new pipe, inlets, outlets, and water quality/detention features along various locations of the Charter Oak Ranch Road segment where roadway improvements are planned.
- Structural Improvements – To accommodate the realignment and widening, retaining walls and associated embankments will be constructed.

The Project's major elements include, but are not limited to:

- Concrete overlay of I-25 in each direction from MP 127 to 135.
- Update to current standards and safety improvements including

- widening of the inside and outside shoulders to 12 feet.
- Utilize CDOT’s current 30-year pavement design life and the Life Cycle Cost Analysis (“LCCA”) for two general purpose lanes and shoulders in each direction on I-25 from MP 127.4 to 135.3. Based on the current LCCA and pavement selection report, the recommended pavement type for this work will be Portland Cement Concrete Pavement (PCCP). CDOT acknowledges that the CM/GC team will provide valuable feedback on traffic phasing, material availability, and pricing climate.
 - CDOT will provide a 20-year pavement design life for the roadway widening and shoulders each direction on SH 94. No historic LCCA and pavement selection reports are available in corridor. It is anticipated that since we will be widening an existing asphalt cement roadway that is currently structurally sound, the recommended pavement type for this work will be Asphalt. CDOT acknowledges that the Contractor will provide valuable feedback on traffic phasing, material availability, and pricing climate that may guide material selection and innovation.
 - Replace I-25 structures I-17-GR/GQ at S. Academy Blvd with a new interchange.
 - Rehabilitation of 6 bridges along I-25.
 - work window restrictions for environmental and weather; Section 106, 404, 4(f), 7, and EA approvals;
 - maintaining a smooth riding surface during construction for existing, phased, and final construction roadways;
 - political/jurisdictional wants and needs aligning with the project goals;
 - CDOT will be acquiring temporary easements or ROW if needed;
 - coordination with Fort Carson adjacent to the I-25 project;
 - coordination with Schriever Air Force base near SH 94;
 - minimizing wall or median barrier costs;
 - minimizing the impact of drainage facilities.
 - Minimizing traffic impacts to the traveling public and in accordance with the CDOT Region 2 Lane closure policy or as approved otherwise.

Should the work described above for the Project be completed with additional funds remaining, and the team is performing well, subsequent work packages in the remainder of the Project Approach limits may be progressed, if agreed upon by all parties.

The Project risks have been identified as:

- Construction cost fluctuation
- Project duration uncertainty
- Traffic phasing
- Environmental clearance
- Floodplain impacts
- ROW acquisition
- Utilities
- Coordination with other major projects and stakeholders
- Industry resource availability

1.4. PROJECT FUNDING

Source(s) of funding for this CMGC contract may include: Bridge Enterprise Funds, El Paso County, FASTER Safety, El Paso County Pikes Peak Rural Transportation Authority Funding (PPRTA), Federal Metro Funds, Highway Safety Program (HSP), Highway User Tax Funds (HUTF) (Asset Management funds) and Better Utilizing Investments to Leverage Development (*BUILD*) Transportation *Grants program*.

To encourage best value optimizations and team performance, savings realized may be utilized to fund additional work items until the full amount of secured funding has been expended.

1.5. PROJECT DURATION

The time period for the work described in this scope is approximately 12-15 months for design and 2-3 years for construction. Should additional project needs or complexities be identified, these time periods will be extended.

1.6. PROJECT ADMINISTRATION

The Contract Administrator for this Project is:

Roberta Lopez
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CDOT Project Manager and Primary Point of Contact is:

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1480 Quail Lake Loop
Colorado Springs, CO 80906
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lesley.mace@state.co.us

CDOT Resident Engineer:

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Colorado Springs, CO 80906
W: 719-227-3257
Daniel.Hunt@state.co.us

1.7. PROJECT COORDINATION

A. Routine Working Contact

The routine working contact will be between the CDOT, Design Consultant, and CM staff. CDOT will have a Construction Manager that will work closely with the CM Project Manager.

B. Project Manager Correspondence/Communication Requirements

Project Managers are expected to communicate relevant contacts,

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

C. Coordination

The Contractor shall partner with the Design Consultant or CDOT designers and the CDOT Management Team as part of the design team.

The following groups will be part of a partnership for the Project and will be required to coordinate with each other:

- Executive Oversight Committee
- CDOT Region 2 Project Management Team
- El Paso County Department of Transportation
- CDOT Region 2 Specialty Groups
 - Region 2 Materials
 - Region 2 Traffic
 - Region 2 Hydrology and Hydraulics
 - Region 2 Survey
 - Region 2 Environmental
 - Region 2 Right-of-Way
 - Region Civil Rights Office
- Selected Project Design and Construction Consultant and any Subconsultants
- Selected Project CMGC Contractor and any Subcontractors
- Project Document Controls Team
- Other Contractors
- ICE /CDOT Engineering Estimates and Market Analysis (EEMA) Group
- CDOT Maintenance Forces
- CDOT Specialty Groups
 - Bridge Enterprise (BE)
 - CDOT Staff Bridge
- Stakeholders or Stakeholder Groups
 - Impacted Cities
 - El Paso County
 - Pikes Peak Area Council of Governments (PPACG)
 - U.S. Army Corps of Engineers (USACE)
 - Colorado Parks and Wildlife (CPW)
 - Environmental Protection Agency (EPA)
 - U.S. Fish and Wildlife Service (USFWS)
 - Federal Highway Administration (FHWA)
 - Utility Providers
 - Colorado Department of Public Health and Environment (CDPHE)
 - Colorado State Patrol (CSP)

- Fort Carson Army Base
- Schreiver Air Force Base
- Peterson Air Force Base
- Others

The CDOT Project Management Team shall be included in all communication and coordination efforts.

D. Project Co-Location

No co-location is anticipated during the pre-construction phase of the project.

1.8. FIXED LIMIT OF CONSTRUCTION COST

The Fixed Limit of Construction Cost is the estimated portion of the Project budget allocated for the construction phase of the Project that includes all construction contract amounts for all construction packages for the Project. Each construction contract amount includes the total actual price of construction, the CMGC Management Price Percentage applied to each construction item, and all Contractor indirects, force accounts, and risk pools that are associated with the construction of all elements of the work designed or specified by the Design Consultant.

The CMGC Management Price Percentage is defined in **Section 2.10**. The Fixed Limit of Construction Cost for this Project to be paid to the Contractor is up to \$101M. The projected funding timing and source may change which may lead to multiple CAPs.

1.9. PROJECT CONSTRUCTION SCHEDULE - MILESTONES

Project milestones are shown below:

- Potential Early Construction Package for Charter Oak Ranch Road: Anticipated NTP – Spring 2020.
- CDOT anticipates developing multiple separate construction packages.
- Each construction package may be severable; will have specific beginning and end points; and will have independent overhead, mobilization, traffic control, and Project costs. Each package will include provisions for liquidated damages, incentive/disincentive, and roadway users costs as appropriate.
- Should CDOT receive BUILD Grant funding, Mandatory Project milestones will include:
 - All CAP negotiations must be completed no later December 31, 2021 for all work.
 - Construction must be completed by the end of 2022 for all work.

The Contractor must work and communicate with Project stakeholders before and during construction. It is anticipated that a Project Specific Lane Closure Strategy will be developed that could affect schedule. Impacts to traveling public must be minimized and is a high priority consideration in determining daily working time schedules that may be allowed, deviations from the Lane Closure Strategy Report shall be approved by CDOT, given this is a very sensitive corridor with high traffic volumes.

Notable construction constraints to be considered for the Project:

- ROW Acquisition
 - At least one year for complete Acquisition – End of 2020; 1 impacted parcel anticipated along SH 94.
- Floodplain Permitting
 - Fountain Creek affected floodplains
- Utility Relocation
- High Volume Interstate Construction
- Other Major Regional Projects along S. Academy Blvd.
- Multiple large-scale projects in the State

Upon contract award, the Contractor will create a construction Baseline Schedule for the Project based on the most current documents available with input from CDOT and the Design Consultant. The Contractor may elect to use Microsoft Project or Primavera at their discretion so long as the schedule is maintained in the same format throughout the duration of the Project by the Contractor. After the Baseline Schedule is created, the Contractor will be required to submit updated schedules:

- monthly,
- after any significant change to the Project,
- and otherwise as directed by CDOT.

1.10. PRELIMINARY DOCUMENTS AND DRAWINGS

Background Documents:

Structure Reports, As Built Designs, Pavement Design Report, etc.

Project Preliminary Documents and Information available on the project website:

<https://www.codot.gov/projects/military-access-safety-improvements-se-co>

The use of these files is purely at your own risk and for your own benefit and is not presented by AECOM, Michael Baker, Rocksol or CDOT with any warranty towards any accuracy or quality.

1.11. SPECIFICATIONS

The 2017 Standard Specifications for Road and Bridge Construction controls construction of this Project. The Project team will develop the project special and standard special provisions that will take precedence over the Standard Specifications and plans.

1.12. OWNERSHIP OF THE DOCUMENTS

All tracings, bids, plans, manuscripts, specifications, data, maps, etc., prepared by or obtained by the Contractor as a result of working on this contract shall be delivered to and become the property of CDOT.

1.13. REQUIRED PERCENTAGE OF WORK

The Proposer must perform the preconstruction CM services work valued at not less than **75%** of the total work, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a Contractor or Joint Venture performing the particular type of service contained in this RFP.

For any awarded construction, the Proposer must perform work valued at not less than **30%** of the total construction work, excluding specialized services, with its own staff.

1.14. PROJECT COMPUTER SOFTWARE REQUIREMENTS

The Contractor shall utilize the most recent CDOT adopted software. Latest version is defined as the version in use and agreed upon at the beginning of the Project. The version may not need to be upgraded during the Project duration. The primary software used by CDOT is as follows:

- Estimating: Microsoft Excel (latest version) or other software that is compatible with providing pricing on the CDOT Schedule of Bid Items standard format using the most current CDOT Item Code Book.
- Scheduling: Microsoft Project (latest version) or *Primavera* (latest version).
- Specifications: Microsoft Word (latest version).
- ProjectWise (latest version).
- CADD: MicroStation and InRoads (latest version).

1.15. REQUIRED AVAILABILITY OF KEY PERSONNEL

Listed Key Personnel in the Project Management Team/Capability of the Proposer section of the Proposal constitutes an agreement by the Proposer to make the personnel available to complete work on the contract at whatever level the Project requires. Modifications to the Proposer's Team or Key Individuals and other personnel listed in the Proposer's Project Management Team shall be approved by CDOT. If a Key Person is to leave the team, resumes for a minimum of three replacement candidates must be provided to the CDOT PM for review and selection; CDOT reserves the right to interview the replacement candidate(s).

In order to secure CDOT's approval prior to the award of the contract, a written request shall be forwarded to the CDOT Project Manager. The request shall include: a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the required qualifications for the position/responsibility. No such modification will be made without prior written CDOT approval from the CDOT Project Manager.

1.16. ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS

The Proposer will include a full disclosure of all potential organizational conflicts of interest in the Proposal. By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer

will 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, CDOT may at its discretion, cancel 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's team. Each Proposer is responsible for determining eligibility of its team members.

1.17. APPLICABLE FEDERAL AND STATE REGULATIONS

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

1.18. NONDISCRIMINATION

The Contractor 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 that define actions required for affirmative action and minority/disadvantaged business programs. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or physical handicap.

The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, gender, age or handicap. 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

The contract goal for DBE participation during the pre-construction services is zero percent (0%).

A DBE participation contract goal will be set for all construction packages based on scope and size. Sufficient good faith efforts to meet the DBE participation goal shall be a condition of award of each construction phase contract.

1.20. COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES

The selected Proposer for services will be paid a total lump sum amount of 0.8% of the Fixed Limit of Construction Cost for CMGC services during the Preconstruction Phase for the Project. Monthly payments will be paid per invoice as work progresses based on percent of preconstruction completion with agreement of the CDOT PM. Scope for these services is outlined in this RFP and includes but is not limited to deliverables, innovations, meetings, scheduling, cost estimating and risk registers. If additional services are requested by CDOT, additional fee could be negotiated to minimize Contractor and Owner risk, including but not limited to geotechnical investigations, survey,

test sections, potholing, etc.

If additional funding is secured, and if CDOT adds work to the scope, CDOT will pay the selected Proposer an additional 0.8% of the additional construction costs for the CM to conduct preconstruction services.

1.21. EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP)

The CAP is the amount that will be incorporated into the standard GC Construction Project Contract for Construction Services.

The CAP is the sum of the direct Cost of Construction and the CMGC Management Price Percentage (see **Section 2.10 below**) for a specific construction package. CDOT and the selected Contractor will refine the Cost Model, consisting of bid items, quantities, risks and assumptions for the construction package, through a series of Cost Model meetings.

The selected Contractor will propose a CAP, CDOT and the selected Contractor will negotiate the direct Cost of Construction for that package to agree on a final CAP. Payment for the construction of the Project will be based on a Schedule of Bid items as per the Standard Specifications for Road and Bridge Construction.

CDOT anticipates requesting CAP proposals when both the Contractor and CDOT agree the design has progressed to the appropriate level, typically at 90%. The Contractor shall submit CAP proposals and Electronic Bid Submittals (EBS) once a CAP has been successfully negotiated.

Multiple CAPs may be developed and negotiated during the design and construction phases of this Project. CDOT reserves the right not to award any part(s) or all of the Construction Services, and bid/award some or all of the construction work separately.

The selected Contractor shall deliver to CDOT a proposed CAP and CAP Supporting Documents at any appropriate milestones identified at the Project Scoping Workshop for an appropriate LLTP or construction phase.

Except for change orders, agreed overrun items and agreed upon risk pool items approved by CDOT, a CAP will not be increased. The Contractor assumes all risk with performance of the bid items, including management of its subcontractors, suppliers, and any associated cost impacts over and above a CAP not listed as overrun items in the construction specifications or agreed to as risk pool items in the executed Risk Register.

A CAP proposal can be offered and negotiated three times. After the third and final attempt at a CAP negotiation, CDOT reserves the right to prepare the plans, specifications, and estimate package for advertisement. The CM services contractor will not be allowed to bid.

The Contractor will be expected to develop a baseline cost where risk will then be quantified, assigned and identified to determine an appropriate risk pool. CDOT will then review and accept the risk and shared risk contingency pools with the Contractor during the preconstruction phase that, if adopted, would be incorporated into a negotiated CAP. The purpose of the contingency risk-sharing pool is to develop a budget for items foreseen at the time of negotiating a CAP, but not detailed enough for itemized pricing. Any and all items fitting this category will be identified separately in a CAP and will be monitored for progress and cost. The actual process will be negotiated as part of the CMGC

construction contract. If the risk is not realized, and the team is performing well, the risk pool may be repurposed to add scope (possibly in another package) to the Project, not to exceed the Fixed Limit of Construction.

In developing this shared risk contingency pool, CDOT may agree to share cost savings in construction (not attributed to any reduction in the scope of work or reduction in operating performance for the corridor) that may occur after CDOT negotiates a CAP with the Contractor and as agreed to in the executed Project Risk Register.

1.22. PUBLIC INFORMATION

The I-25/S. Academy Blvd/SH 94 are highly traveled routes in the Colorado Springs metropolitan areas. Commuters, the residents, and businesses in the corridor have a vested interest in the construction impacts of the Project. The Contractor Public Information Manager (“PIM”) will be expected to execute communication needs for this Project with a variety of audiences in the corridor including residents, business owners, the traveling public, tourists, and others.

The Project communication duties shall be done in accordance with the CDOT Public Information Specifications. CDOT will be responsible for staffing the Public Information Officer (PIO) position. The Contractor will be responsible for staffing a PIM position once CAP negotiations are complete through the duration of construction. PIM duties will be identified in the construction specifications.

SECTION 2 – CMGC PROPOSAL REQUIREMENTS AND INSTRUCTIONS

2.1. PROPOSAL GENERAL INFORMATION

This RFP is a two-phase procurement that includes a Statement of Interest/Proposal, a short listing of firms by a Selection Panel, and an optional oral interview. CDOT intends to shortlist up to three Proposers. More proposers may be shortlisted, at the discretion of the Chief Engineer if the preliminary results warrant. The short listed Proposers will be required to submit a CMGC Management Price Proposal (see Section 2.10).

Potential Proposers interested in submitting Proposal packages to CDOT are requested to submit one package that is inclusive of pre-construction CM services, with the option of performing as GC if CDOT is successful in negotiating a construction CAP proposals. CDOT shall make a selection on a best value basis in accordance with the evaluation criteria set forth in **Section 3 Proposal Content and Evaluation Criteria**.

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

- A. Multiple proposals from a single Proposer will not be considered.
- B. No reimbursement will be made by CDOT for any costs related to the preparation of the Proposal, required documentation, interviews, presentations, discussions, the selection process, the contract negotiation process, and/or any related activities. These costs are the sole responsibility of the Proposer or Joint Venture.
- C. The Proposer will include a full disclosure of all potential organizational conflicts of interest as outlined in **Section 1.16**.
- D. No late proposals will be accepted for this Project. Any proposal received by CDOT after the time specified in **Section 2.3** shall be considered late and shall be returned unopened to the Proposer.
- E. This RFP, including all material submitted by Proposers, at any stage, including but not limited to the Procurement phase, selection, and any resulting contracts, are 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. Material subject to open records laws includes, but is not limited to, all records, documents, drawings, plans, specifications, and other materials relating to the Project, the solicitation, and the conduct of CDOT business. CDOT will also follow and adhere to CDOT Policy Directive 508.2 for this RFP and resulting contracts.

During the Procurement phase, CDOT will accept materials clearly and prominently labeled “PROPRIETARY”, “TRADE SECRET”, or “CONFIDENTIAL” by the Proposer. Any such proprietary information, trade secrets, or confidential commercial and financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, confidential commercial or financial information shall not be permitted and shall be deemed invalid except that blanket identifications can be made in the Approach to Risk, Schedule, Price; Strategic Project Approach; Project

Innovations; and the CMGC Management Price Percentage Proposals components as defined in **Section 3.2** and **Section 3.4**. CDOT will follow CDOT Policy Directive 508.2 in determining disclosure of documents requested. CDOT will advise the Proposer of any request pursuant to the Colorado Open Records Act and any other applicable laws for the disclosure of any materials. Under no circumstances, however, will CDOT be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of the court, or occurs through inadvertence, mistake, or negligence on the part of CDOT or its officers, employees, contractors, or consultants.

CDOT will not advise the Proposer as to the nature or content of documents entitled to protection from disclosure under the Colorado Open Records Act or other applicable laws, as to the interpretation of the Colorado Open Records Act, or as to the definition of trade secret. The Proposer shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with “PROPRIETARY”, “TRADE SECRET”, or “CONFIDENTIAL” as it determines to be appropriate. Each Proposer is advised to contact its own legal counsel concerning the Colorado Open Records Act, other applicable laws, and their application to the Proposer’s own circumstances.

In the event of litigation concerning the disclosure of any materials submitted by the Proposer, CDOT’s sole involvement will be as a stakeholder retaining the material until ordered by a Court, and the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk.

All submittals will become the property of CDOT, will not be returned, and will be disposed of according to Department policies. The concepts and ideas in the information contained in the Proposal, including any proprietary, trade secret, or confidential information (exclusive of any patented concepts or trademarks) submitted by all Proposers, shall also become the property of CDOT.

- F. CDOT reserves the right to reject any or all proposals. Proposals that do not meet the Minimum Proposal Requirements listed in **Section 2.2** will be rejected as non-responsive.
- G. The unsuccessful Proposers may elect to participate in a debriefing within 5 business days after Award of the Contract. The debriefing shall be conducted within 10 business days after the election.
- H. The selected Proposer will be contracted for design services and may be considered to be contracted for construction services for this Project. The selected Contractor is not guaranteed to receive a Notice to Proceed to perform construction work if services are terminated at the completion of the preconstruction phase due to lack of construction funding or failure to reach a CAP.
- I. If CDOT and the selected Proposer fail to reach a CAP and CDOT chooses to advertise this Project for bids, the selected Contractor will not be permitted to submit a bid.

2.2. MINIMUM PROPOSAL REQUIREMENTS

As indicated in the advertisements, notice is hereby given to all interested parties that all firms will be required to meet minimum requirements to be considered for these projects. To be considered as qualified, interested firms shall have, as a minimum:

- A. Attended mandatory Pre-Proposal meeting as defined in **Section 2.4**.
- B. Demonstrated a bonding capability up to \$110M for an individual project along with current and anticipated workloads. Provided a letter from a surety company indicating that the Proposer is capable of obtaining Payment and Performance Bonds covering Project No. NHPP 0252-452 (21249), for at least \$110M. 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. Letters indicating “unlimited” bonding/security capability are not acceptable. Performance and Payment Bonds will be required at the time the Construction Agreed Price is accepted. The final value of the Bonds will equal the final construction contract amount.
- C. Provided CDOT with evidence of insurability that meets the requirements of Subsection 107.15 of the Standard Specifications for Road and Bridge Construction. The Contractor or Joint Venture 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 of 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.
- D. Been pre-qualified with the CDOT Contracts and Market Analysis Branch at the greater than \$20M level and satisfy all requirements of pre-qualification per the “CDOT RULES FOR PREQUALIFICATION, DEBARMENT, BIDDING AND WORK ON COLORADO DEPARTMENT OF TRANSPORTATION ROAD, HIGHWAY AND BRIDGE PUBLIC PROJECTS” within 14 days of the Proposal submittal deadline as shown in the Key Events Schedule below. Federal and State regulations require certification by prospective participants (including contractors, subcontractors, and principals) as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments.
- E. Met all of the Proposal Submittal requirements of **Section 2.8**.
- F. Provided CDOT with a signed Anti-Collusion Affidavit, CDOT form#606 with the initial proposal materials.

2.3. KEY EVENTS SCHEDULE AND REP DATES

Proposers are required to meet the dates set for the Proposal submission, the optional oral interviews, and negotiation meeting. 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.

In addition to the process outlined in **Section 2.2**, Proposers may request a formal One-on-One meeting to take place during the timeframe outlined in the Key Event Schedule below. These meetings will provide an opportunity for the Proposer to ask questions about the Project, established goals, and RFP. Each Proposer will lead their One-on-One meeting, directing CDOT’s attention to areas for clarification;

discussions will revolve around those topics. Information discussed in these meetings are confidential. CDOT reserves the right to amend this RFP as a result of these meetings.

Public Notice Phase	Date	Time
Advertisement/ Notification of Request for Letters of Interest	June 20, 2019	
Submittal of Letters of Interest	July 25, 2019	
One-on-One Briefings	August 5-9, 2019	
First Advertisement of RFP	August 22, 2019	
Mandatory Pre-Proposal Meeting	August 29, 2019	9:00 a.m.
One-on-One Briefings (Post-RFP Advertisement)	*As Requested	
Final RFP Questions or Comments Due	9/ 16 9/2019	5:00 p.m.

* Except for the week of September 9 - 13

Short List Phase	Date	Time
Submittal of Proposal _____	9/ 26 49/2019	12:00 p.m. Noon
Short Listing Selection Panel Meeting	10/19 30/2019	
Short Listing Notification	10/ 8 4/2019	

Selection Phase	Date	Time
Oral Interview (if necessary)	10/ 15 8/2019	
CMGC Management Price Percentage Proposals Submitted	10/ 16 9/2019	
Chief Engineer Selection Approval	10/ 18 4/2019	
Contractor Notification	10/ 21 14/2019	
Contract Execution/NTP	11/ 11 4/2019	
Proposer Debriefings (*As Requested)	11/ 18 4 –	

2.4. **MANDATORY PRE-PROPOSAL MEETING**

The mandatory pre-proposal meeting will be held as per **Section 2.3** at CDOT Region 2 Headquarters, 1480 Quail Lake Loop, Colorado Springs, CO, at 9:00 am on August 29, 2019. This meeting will introduce all contractors to the CMGC contract delivery method, give an overall introduction to the Project as scoped, and enable CDOT to answer questions about the Project and process. The CDOT Project Management Team for the Project will be present. This meeting will be approximately two hours long.

2.5. QUESTIONS AND CHANGES TO THE RFP

- A. 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. All changes to the RFP prior to the receipt of proposals shall be made by an addendum to the RFP, which shall be made available to all Proposers on the CDOT webpage. Following receipt of proposals, any changes to the RFP will be conveyed in writing to those Proposers determined to have met the minimum qualifications.
- B. Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request to the CDOT Project Engineer at the address set forth above. The request shall specify the provision and section of the 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 time specified in **Section 2.3**.
- C. CDOT will evaluate any questions and/or requests submitted, but reserves the right to determine whether to respond or accept the requested change. All questions not deemed proprietary will be posted on the Project advertisement site in Q & A form. The CDOT PM will determine whether a question is proprietary.
- D. Proposers shall not rely on oral or written instructions regarding this RFP, unless issued in writing by the Project Director as an addendum by CDOT.
- E. Proposers must acknowledge all issued addenda in their submittal and proposal.

2.6. CONTRACTOR PROTEST RULES

Protests will be handled as follows:

Any actual or prospective contractor who is aggrieved in connection with a solicitation or 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 taken into account, in reaching the decision. The decision will constitute the final agency action of the Colorado Department of Transportation regarding the protest.

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 reasonable costs incurred in connection with the solicitation, including Proposal preparation costs. No other costs or fees will be permitted or awarded, and reasonable costs and fees will not include attorney's fees.

2.7. AWARD OF CONTRACT

CDOT intends to evaluate, select, and award one CM contract to the top ranked Proposer based on a Best Value Selection with Chief Engineer Approval. The selected CM will be awarded a contract for Pre-Construction CM Services.

Numerical Ranking and selection of the most qualified Proposers is detailed in **Appendix B**.

Award and contract will be contingent on availability of proposed Key Personnel and subcontractors.

Upon successful negotiation of the CAP, a CDOT Construction Contract will be drafted, signed, and executed.

All negotiations shall be open book. CDOT shall have access to all CAP proposal documents, quotations, takeoffs, and other construction cost estimates, including those for subcontractors, during negotiations. Issuance of the Construction Contract will be subject to the Proposer posting 100% performance and payment bonds and being compliant with CDOT procurement policies. The CMGC Contractor will competitively procure and award subcontractors in accordance with their proposed subcontracting plan, as described in **Section 2** and **Section 3** of this RFP.

2.8. PROPOSAL SUBMITTAL – STEP 1

Respondent must comply with the following items. Should it be judged to be in the best interest of CDOT, CDOT retains the right to waive any minor irregularity or requirement. **(Please note that the primary focus of this evaluation will be the firm(s)'s capabilities).**

- A. Deliver **six (6)** hard copies along with **two (2)** electronic copy PDF file on a CD or flash drive of the Proposal to the Colorado Department of Transportation Contracting Officer Roberta Lopez, 2829 West Howard Place, Denver, CO, 80204.
- B. Proposal Format:
 1. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the **Evaluation Form B-1** from **Appendix B**. Additional information, if provided, shall appear at the end of the submittal under its own tab(s).
 2. All submittals shall use minimum font size of 11 Times New Roman and minimum font size of 10 Time New Roman on charts, graphs, and figures.
 3. Cover or Introductory Letter (1-page limit - 8-1/2 x 11 paper)
 4. Proposal Section (10-page limit, 8-1/2 x 11 paper, and up to 3 of the 10 pages can be on 11x17 paper)
 5. An Optional Section (5-page limit, 8-1/2 x 11 or 11 x 17 paper)
 6. The Commendation Section for awards or letters of recommendations from past clients (5-page limit – 8-1/2 x 11 paper)
 7. Appendix Section (10-page limit, and up to 5 of the 10 pages can be on 11x17 paper)
- C. In CDOT's continued environmental efforts in "Going Green," Proposers are encouraged to submit their Proposal using a 2-sided format, rather than using only one side.
- D. Submittals shall be evaluated in accordance with criteria as indicated in **Section 3.2** and ranked on the corresponding evaluation form in **Appendix B**.
- E. Responses to all items shall be complete; Proposers are encouraged to cross-reference to other sections of their proposal where applicable.

- F. All references shall be current and relevant.
- G. The Optional Section may include supplemental materials for risk assessments, cost model examples, processes, and additional photos, exhibits, or schedules.
- H. An appendix section will be included in the proposal. This section will include resumes, Surety Letters, and evidence of insurability. Resumes and references for team members should be limited up to the seven key personnel of the Proposer's team.
- I. Tabs, covers, and tables of content pages DO NOT count against the page count. Binding of Proposals is up to the Proposer.

2.9. ORAL INTERVIEWS – STEP 2

A. Short List

From the submittals received, a short list of qualified respondents shall be identified using the scoring indicated on the enclosed **CMGC Proposal Evaluation Form B-1 in Appendix B**. Firms failing to meet the minimum required qualifications will not receive further consideration.

B. Oral Interview

Optional Oral Interviews may be conducted for the short listed firms only. Interview times and location will be arranged by CDOT and all short listed firms will be notified in advance. Oral Interviews will be evaluated on the enclosed **CMGC Oral Interview Evaluation Form B-2 in Appendix B**.

2.10. SEALED CMGC MANAGEMENT PRICE PERCENTAGE - STEP 3

Sealed CMGC Management Price Percentage Proposals will not be submitted with the initial proposal but are required to be submitted after the oral Interviews by short list Proposers using **Form B-3 in Appendix B** and the forms in **Appendix C**. In the event that CDOT does not elect to conduct Oral Interviews, the short listed Proposers shall be required to submit a sealed CMGC Management Price Proposal on October 9, 2019 that will be evaluated based on criteria in **Section 3.4**.

Only one copy of Form B-3, Appendix C-1 and Appendix C-2 is required on the scheduled submission date. The CMGC Management Price Percentage Proposal will remain sealed until after the qualitative scoring and will then be opened after the Oral Interview (if necessary). The **CMGC Management Price Percentage Proposal** will be scored in a blind evaluation, separate from the technical proposal and Oral Interview.

The **CMGC Management Price Percentage proposals** shall include a summary of information used in establishing the CMGC Management Price Percentage. The evaluation criteria for the CMGC Management Price Percentage Proposal can be found in **Section 3.4**. Other indirect and non-reimbursable costs outlined in **Appendix C-1** must be integrated into the **CMGC Management Price Percentage Proposal** narrative.

The CMGC Management Price Percentage is a percentage which will be applied to all Construction Phase CAP Proposals based on the Fixed Limit of Construction Cost. The CMGC Management Price Percentage shall include all profit and indirect costs as defined in **Appendix C-1**. Summaries must include the items in **Appendix C-1**.

CMGC Management Price Percentage Proposal Format:

- A. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence to include the following:
 1. CMGC Management Price Percentage Proposal Form B-3, C-1 and C-2 (three pages- Appendix B, Appendix C-1 and Appendix C-2)
 2. CMGC Management Price Percentage Summary Information (two page limit – summary page)

Paper must be 8 1/2 X 11 paper, and all submittals shall use a minimum font size of 11 Times Roman.
- B. In CDOT’s continued environmental efforts in “Going Green,” Contractors are encouraged to submit their CMGC Management Price Percentage Proposal using a two-sided format, rather than using only one side.
- C. CMGC Management Price Percentage Proposal Form B-3 from Appendix B, Form C-1 and Form C-2 must be filled out in its entirety.
- D. All content, as required in **Section 3.4**, must be integrated into a narrative and into sheets as instructed. These items can be found on the Construction General Conditions in **Appendix D**.
- E. Any submitted CMGC Management Price Percentage Proposal lower than 7% will be rejected.

SECTION 3 – PROPOSAL CONTENT AND EVALUATION CRITERIA

3.1. METHOD OF SELECTION AND AWARD

F. The Selection Panel may complete a short list evaluation on the Proposer submitted Proposal package based on criteria in **Section 3.2**. A minimum of three short listed Proposers may be invited to Oral Interview meetings with the Selection Panel and further evaluated based on criteria in **Section 3.3**. In the event that CDOT does not elect to conduct Oral Interviews, the short listed Proposers shall be required to submit a sealed CMGC Management Price Proposal on October 9, 2019 that will be evaluated based on criteria in **Section 3.4**. The Proposer shall deliver **six (6)** hard copies along with **two (2)** electronic copy PDF file on a CD or flash drive of the CMGC Management Price Proposal to the Colorado Department of Transportation Contracting Officer Roberta Lopez, 2829 West Howard Place, Denver, CO, 80204.

Numerical ranking and selection of the most qualified proposer will occur on the corresponding evaluation forms in **Appendix B**. Each separate section will be ranked with a maximum score as shown in **Appendix B**.

Award and contract will be contingent on availability of Key Personnel and subcontractors.

3.2. EVALUATION CRITERIA FOR PROPOSALS (60 Points Possible)

Proposal Evaluation Criteria

*Note that the primary focus of the evaluation will be the firm(s)'s capabilities.

A. Proposal Section

1. Project Management Team (15 Points)

i. Composition and Commitment of the Project Management Team

- a. Provide a description of the composition of your Project Management Team. If your team is a Joint Venture or association, indicate specific responsibilities of each member and firm of the team.
- b. Provide, identify and discuss the qualifications of the Key Personnel. Include the following for each member of the proposer's team:
 1. Provide job descriptions, responsibilities, and authority for each team member.
 2. Provide a list of the concurrent projects, responsibilities, and commitments during the duration of the Project.
 3. Qualifications and past construction experience relevant to this Project, in addition to length of time performing those job duties.
 4. Length of time with the firm for each key team member and in length of time for overall experience pertinent to the scope.
 5. Experience on similar projects working with other proposed team members.
 6. 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 proposal due date.

One staff member should comprise the Project Manager role as a Key Person for the Project, and should have the following Tier I skills, experience, and knowledge:

1. Tier I:

- Project Manager
 - This person serves as overall PM for the CM services and construction services and will be the main point of communication to the Project team.
 - This person shall remain in this role for the duration of the entire project and is not permitted to fulfill any Tier II or Tier III responsibilities.
 - This person should have a minimum of 10 years of experience managing projects and a history of performing preconstruction input and analysis.
 - Anticipated time commitment: 100% throughout the duration of the Project.

Two (2) to six (6) staff members should comprise Key Personnel for the Project, and should include the following Tier II skills, experience, and knowledge:

2. Tier II:

- Scope Management
 - Works with CDOT to manage the vision of the Project as a whole by ensuring that scope, decisions, and budget are efficiently implement and consistent in pursuit of the Project goals. Communication, coordination and organizational skills will be critical.
 - Should have a minimum of seven years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-100% throughout the duration of the Project.
- Constructability Expertise
 - Responsible for providing construction expertise and innovation during preconstruction services.
 - Should have a minimum of 10 years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-75% during preconstruction, and 50-75% during construction.

- Cost Estimation
 - Responsible for providing ROM cost estimates and OPCCs during preconstruction services.
 - Should have a minimum of seven years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-75% during preconstruction, and 25% during construction.
- Project Controls
 - Responsible for managing cost estimates, the Project schedule, Project risk, and Project quality.
 - Should have a minimum of 10 years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-75% during preconstruction, and 50-75% during construction.
- Construction Management
 - Each construction package will have a designated Construction Manager.
 - The required skill set of the Construction Manager will depend on the complexity, size, and scope of the associated construction package.
 - For purposes of the proposal, only one example Construction Manager should be proposed on the submitted Organization Chart as this position is subject to change.
 - Anticipated time commitment: 50-75% during preconstruction, and 100% during construction.

All Key Personnel are expected to be in attendance at relevant Project meetings. Issues should be resolved at the lowest possible level and therefore, Key personnel are expected to have a level of decision making authority in line with their respective role on the escalation ladder for the Contractor.

Technical Experts will make-up Tier III of the organization structure and should include subcontractors if they are performing major work elements. Technical Experts are expected to attend relevant Project meetings and may be expected to frequently meet with the Project team based on size, number, and complexity of packages. Tier III staff should provide the following skillsets, knowledge, and experience:

- Schedule/Risk Support
- Structural Expertise
- Material Expertise
- Quality Control
- Traffic Phasing
- Utilities
- Roadway
- Drainage

Multiple Tier II and III skillsets may be fulfilled by one individual if adequate justification is made in the proposal to define who is fulfilling what role and their qualification.

- c. Provide a separate graphic showing organizational structure chart, complete with specific names, working titles, and subcontractors for the team during the preconstruction phase. Provide an explanation of any variation to the anticipated Key Personnel time commitments stated above.
 - d. Identify and explain the need for any additional Key Personnel necessary to the success of the Project.
 - e. Provide a narrative describing succession planning for team stability and planning for any member of the Project team and subcontractors that leaves during design or construction. Plans for Project ramp-up and ramp-down periods should be discussed as well as handling the possible duration of the Project.
- ii. Safety Record and Performance:
 - a. Provide a narrative of the proposer's safety programs, processes, and initiatives that demonstrate a record of safety performance.
 - b. Provide the following information for each entity involved, covering the last 4 years (2015-2018).
 - Experience Modification Rates (EMR)
 - OSHA Reportable Incident Statistics

2. Contractor Capability (15 Points)

Prior Project Experience/Performance/References

- Provide a summary of previous experience relevant to the general scope 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 please include owner and architect/engineer references and contract information; CDOT may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked. Provide at a minimum:
 - The project/contract name

- Project delivery method
 - Description of services provided
 - Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders
 - Description of project schedule performance, including initial schedule, and reasons for schedule change
 - Key assigned in-house staff and their level of involvement
 - Subcontracts (service) used in the performance of the contract
 - Reference(s) for Owner and Design Consultants
 - Coordination with stakeholders, if any
- 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.

3. Strategic Project Approach (20 Points)

Provide your Strategic Project Approach summary for the Project including the following:

Preconstruction Services:

To aid in describing the means and methods that will be used to support the design development and decision-making process, please discuss the following:

- Discuss your approach to maximizing CDOT's Project goals.
- Discuss your approach to overall Project phasing and individual construction package phasing. Include: recommended construction packages, specific phasing concerns, phasing of work based on acquired ROW, etc.
- Discuss your approach to reviewing design; providing real-time constructability feedback; ongoing value engineering input as it relates to innovation, resources, packaging, traffic phasing, ROW, utilities, critical path, etc.
- Discuss your approach to the design effort to help to improve quality, reduce errors and omissions, and to achieve the best value in construction.
- Discuss how technology will be utilized for quality control, document control, plan review, field quantities tracking, etc.
- Describe additional unique resources and capabilities that your company will bring to preconstruction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
- Describe your approach to submitting OPCC at required milestones and at CAP.

Construction Services:

In an attempt to describe the means and methods that will be used to support the construction and decision-making process please discuss the following:

- Provide a description of the major Project features the Proposer plans to self-perform, including qualifications to do such. Provide your subcontractors for major work and high-risk items (structures, paving, earthwork, traffic control, etc.).
- Discuss your approach and anticipated level of involvement to changes in site conditions, field fitting, and problem solving during active construction; describe the role the Proposer plays within the Project team in situations that require a change in approach and/or a different method of construction.
- Explain how the Proposer will be flexible and adaptable in allowing for single or multiple construction packages and CAPs.
- Describe your approach to subcontractor management by describing your business process for the below-mentioned items.
 - Identify elements of work for subcontracting opportunities, work elements that will allow for equal opportunity, and types of outreach programs you will use to include small and disadvantaged businesses for this Project.
 - Discuss how will you enforce procedures and protocols that ensure compliance and quality with Project Plans and Specifications.
 - Discuss how you will ensure your subcontractors are capable and will provide work that is within schedule, high quality workmanship, and adheres to your safety standards.
 - Describe how you deal with subcontractors that are underperforming or not operating in a safe manner.
 - Discuss what mechanisms you will use to solicit best value subcontractors, lock in item costs for CAP and in the event additional work is needed during construction.
- Describe additional unique resources and capabilities that your company will bring to construction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
- Discuss how technology will be utilized during construction and what tools will be supplied to staff.

General Project Services:

- Describe any Project challenges that are anticipated by your company and how you plan to mitigate the risk of these challenges. Include in the description recommendations to address challenges.
- Discuss your approach to safety during the design and construction phases that will keep the traveling public and workers safe.

- Discuss your approach to Project team availability during the design and construction phases that will provide value and adequate collaboration. This approach may include phasing, scalability, timing, responsible parties, geographic location, logistics, facilities, equipment, resources, etc.
- Discuss your approach to coordination needs with adjacent projects.
- Describe your approach to tracking and documenting value added through CMGC to the Project.

4. Approach to Risk, Schedule, and Price (10 Points)

As each OPCC or CAP is developed, risk, schedule, and major assumptions need to be evaluated and discussed. How and when the Contractor communicates these items to CDOT is critical for a successful CMGC project.

The following salient features of work will be major factors in the success of this Project:

1. Managing Traffic During Construction/Construction Phasing
2. Interchange Construction

For Each Salient Feature provide a discussion of the following:

1. Cost Model Approach

- a. Demonstrate how you and your subcontractors' cost models were developed, the basis of assumptions, and how they communicate information necessary for decision making.
- b. Provide a description of your approach discussing the following, at a minimum:
 - Assumptions, risk, opportunities, innovation, market conditions, limited or significant market competition, subcontracting opportunities, means and methods, and potential challenges in the current design or feature that could impact schedule and cost.
 - Innovative cost savings, opportunities, and value to the Project.
 - Use of CDOT bid items cost data (CDOT Bid Item Book located at: <http://www.coloradodot.info/business/eema>) for cost evaluation and comparison.
 - Approach to the development of estimate factors such as escalation factors, fuel pricing, material sources, labor rates, craft labor agreements, availability of skilled craftsman.
 - Approach to equipment availability and rental rates.
 - Approach to developing production rates.
 - Approach to developing baseline cost where risk will then be assigned and identified to determine an appropriate risk pool.

2. Schedule Approach

- a. Discuss what design aspects you would recommend to the designers that would reduce schedule or add benefit to the Project.
- b. Discuss what construction elements or features your team will use to reduce schedule or provide added benefit to the Project or minimizing impacts to the traveling public.
- c. Discuss factors that would affect schedule such as outside constraints, seasonal work, materials, equipment and labor availability, etc.

3. Risk

- a. Discuss your risk management process that will be used to identify risks, assign costs to each risk, determine probability of said risk, and provide recommendations to reduce or eliminate the risk. Describe any technology you will utilize to organize the risk management process.
- b. Provide a sample risk assessment and quantitative risk register identifying three to five major risks for each salient feature. Be sure to include:
 - Risk magnitude, mitigations and their associated cost and schedule impacts.
 - Assignment of risk responsibility and approach to shared and owner risk pools.
 - Analysis of the risk and its respective impacts to cost, quality, and schedule.

4. Quality and Safety

- a. Discuss your approach to addressing quality control and safety for each salient feature.

3.3. EVALUATION CRITERIA FOR ORAL INTERVIEWS (10 Points Possible)

An Oral Interview is not a mandatory part of the selection process after the Selection Panel for the short list of Proposers. It is expected that subcontractors playing a major role on the Proposer’s team be present at the interview, if necessary.

The structure of the Oral Interview will be as follows:

- A. **Short Presentation (2.5 Points):** Summarize the Proposal and describe the Contractor’s Innovative Ideas and Unique Resources (15 Minutes). The Proposer needs to communicate to the Selection Panel why they should be chosen. What strategies and abilities does the Proposer bring to this CMGC Project to distinguish them from the other shortlisted candidates and why they will bring success to the Project? Limit the presentation to the most critical points of the Proposal and focus on what your team can bring to the table and why.
- B. **Team Challenge (5 Points):** The Proposer will be given a written challenge to review and propose a course of action to address the elements in the problem. The Proposer will be given 15 minutes to prepare a response or solution and 5 minutes to present a formal response or solution to the Selection Panel. This challenge

scoring will be determined by the following criteria:

- i. Challenge Understanding
- ii. Recognition of Key Points and Ideas
- iii. Team Collaboration
- iv. Communication Skills
- v. Understanding of CMGC Delivery Method, Context Sensitive Solutions, and Environmental Commitments
- vi. Understanding of Project Goals

C. **Question and Answer Session with the Selection Panel (2.5 Points):** The questions asked in this session will be the same for each Proposer but follow-up questions to clarify Proposer answers will be allowed. The interview presentation and question/answer scoring will be based on the following criteria:

- i. Project Understanding
- ii. Project Approach
- iii. Project Innovation
- iv. Communication Skills
- v. Understanding of CMGC Delivery Method

3.4. EVALUATION CRITERIA FOR CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL (10 Points Possible)

CMGC Management Price Percentage – 10 Points

Proposers shall state their proposal CMGC Management Price Percentage, carried out to four decimal points (e.g. 0.0000%), which will be applied to all construction packages. The CMGC Management Price Percentage shall include all profit, general and administrative (“G & A”) costs, regional and home office overhead, and non-reimbursable costs identified in **Appendix C**. The CMGC Management Price Percentage shall not change regardless of the final, negotiated amount of the CAP for Early Construction and Construction Phases.

The CMGC Management Price Percentage breakdown shall show the breakdown of all components used in establishing the percentage. The intent of the CMGC Management Price Percentage is to define the cost and level of effort for the CMGC to deliver the Project within the CAP. The CMGC Management Price Percentage shall exclude all Proposer costs for risk related to performance of the construction work. Risk will be priced into subcontracted amounts and negotiated into self-performed work, as part of the overall direct cost of the work.

The CMGC Management Price Percentage score will be determined by comparing each firm’s sealed CMGC Management Price Percentage with the lowest CMGC Management Price Percentage being equivalent to the maximum score of 10 points. To score each price percentage, the Selection Panel will use the following example formula:

Scoring of the CMGC Management Price Percentage:

Example: Assume the lowest CMGC Price Percentage of 7%.

FIRM A: 7% x 10 points = 10 points
7%

FIRM B: 7% x 10 points = 8.75 points
8%

FIRM C: 7% x 10 points = 7.78 points
9%

| The resulting score will be added to the individual Proposer's CMGC Management Price Percentage Proposal Form ~~BC~~-3 that will be included in the sealed submittal.

APPENDICES

APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

The following activities of communication, consensus building, project team reviews, conceptual design, data gathering, documentation, and formal public notice should be planned by the appropriate responsible party and coordinated with all team members. The time of their accomplishment will overlap, and parallel paths of activity should be planned to finish the development phase in accordance with the shortest possible schedule. The type and number of meetings, documents, etc., will depend on the category and characteristics of the project work. A proposal shall be developed by the Contractor which satisfies the requirements of the project development. This plan must be approved by the Contract Administrator before starting the work.

APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
INITIAL PROJECT SCOPING MEETING (WORKSHOP)			
A. CMGC AND PARTNERING INTRO SESSION	2	2	1
B. PROJECT SITE VISIT AND INSPECTION	1	2	
C. PROJECT STATUS, GOALS, ELEMENTS, OBJECTIVES, DESIGN SCHEDULE REVIEW	C	C	C
D. IDENTIFY PROJECT RISKS AND DEVELOP INITIAL RISK MANAGEMENT PLAN AND RISK REGISTER	C	C	C
E. REVIEW APPLICABLE ENVIRONMENTAL DOCUMENTS (ROD, FONSI, ETC.)	1	2	2
F. INDEPENDENT DESIGN AND AS-BUILT REVIEW	1		
G. DEVELOP PROJECT SCHEDULE AND TASKS	C	C	C
H. SCHEDULE BI-WEEKLY PROGRESS, FIR, FOR, AND MILESTONES MEETINGS	2	1	1
I. IDENTIFY DESIGN CRITERIA		1	2
J. DISCUSSION OF POSSIBLE EARLY DELIVERY AND LONG LEAD TIME ITEMS	1	2	2
K. ANALYSIS OF PROJECT PHASING AND MULTIPLE PS&E PACKAGES	1	2	2
L. DEVELOP DOCUMENT REVIEW AND NAMING CONVENTION STANDARDS	2	1	2
L. QUESTION AND ANSWER SESSION	2	2	1
PROGRESS MEETINGS			
A. CDOT/PM, C/PM, CMGC/PM	C	C	C
B. PROJECT MEETING MINUTES	2	1	
<p>The managers and team members will meet periodically as required (typically at two-week intervals). These progress meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:</p> <ul style="list-style-type: none"> • Activities required to be complete since last meeting (Action Items) • Problems and challenges encountered/anticipated and potential solutions • Project Schedule Updates (Design and Construction) • Action Items • Coordination and communication required with: <ul style="list-style-type: none"> • Team Members • CDOT Specialty Units • Other <p>The CDOT/PM will provide meeting minutes that include details discussed, notes, and all action items relating to the meeting within one week of the meeting.</p>			

LEGEND: C = COLLABORATIVE RESPONSIBILITY, 1 = PRIMARY RESPONSIBILITY, 2 = SECONDARY RESPONSIBILITY

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
<u>1. PROJECT DEVELOPMENT PROCESS</u>			
Project Management	2	2	1
The CDOT/PM will coordinate all the work tasks being accomplished by all parties to ensure project work completion stages are on schedule. The C/PM and CMGC/PM shall coordinate all the work tasks being accomplished by their respective teams to make sure project work completion stages are on schedule			
Communication and Consensus Building	2	2	1
The CDOT/PM is responsible for the consensus building and facilitating the communication between all members of the project team. This does not dismiss the responsibility of all team members to communicate with the CDOT/PM and the CDOT Project Management Team when required.			
Weekly Update Newsletter	2	2	1
The CDOT/PM will publish a weekly update newsletter to document the weekly or bi-weekly progress of the schedule, estimate, team meetings, action items, and pertinent information for the FHWA, CDOT management, and project team members.			
Maintain Updated Contact List	2	2	1
Establish and maintain a computerized list of all appropriate interested parties for the communication process. The list will be used for notices regarding public meetings, mailings, newsletters, or other communication as appropriate.			
<u>2. MEETINGS</u>			
<ul style="list-style-type: none"> • Graphics support and presentations 		1	2
Each project team member is responsible for the graphics, documents, reports, plans, specifications, and written reviews from each specific scope of work item. Presentation of these documents and their reviews will be available on the shared project server after the meeting has been adjourned.			
<ul style="list-style-type: none"> • Provide Local Office 	1	1	
The CDOT/PM will obtain and maintain an office within the project area to conduct small group meetings and provide displays/information to the public. This office may have work spaces for project team members, meeting rooms with graphics support and capacity for the entire team to attend. Additional offices or meeting spaces may be considered at the Project Workshop.			
<ul style="list-style-type: none"> • PM Updates on Progress 	C	C	C
The CDOT/PM, CMGC/PM, and the C/PM will all update the team members at the scheduled meetings as to their progress on deliverables, challenges, and the feedback/comments they need.			
<ul style="list-style-type: none"> • Project Discussion 	C	C	C
The team members need to come prepared to discuss any and all reservations, ideas, and challenges to the project. Open and honest dialogue is the key to the success of project delivery.			

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PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
2. PRELIMINARY DESIGN			
Preliminary Roadway, Geometric, Structural, Environmental, SWMP, etc. Design		1	
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
<ul style="list-style-type: none"> Environmental - gathering data, analysis, and mitigation development 		1	2
<ul style="list-style-type: none"> Environmental clearances 			1
<ul style="list-style-type: none"> ROW, specialty, and local clearances 		2	1
<ul style="list-style-type: none"> Hazardous material investigation 		1	2
<ul style="list-style-type: none"> CDOT processes (forms, clearances) 			1
<ul style="list-style-type: none"> Utility coordination 		1	2
<ul style="list-style-type: none"> Conduct field survey of project area. 			1
<ul style="list-style-type: none"> Field and project research 	C	C	C
<ul style="list-style-type: none"> Hazardous material investigation 		1	2
<ul style="list-style-type: none"> Field survey and existing feature development 			1
<ul style="list-style-type: none"> Construction requirements 		2	1
<ul style="list-style-type: none"> Innovation development, proposal, and tracking 	1	2	
<ul style="list-style-type: none"> Check and field verify all applicable as-built plans 	1	1	
<ul style="list-style-type: none"> Provide construction plans, specifications, and estimates 	2	1	
Plot/develop all required information on the plans in accordance with all applicable CDOT policies and procedures and all industry standards for civil, electrical, ITS, and structural design.			
<ul style="list-style-type: none"> Develop construction cost model for Engineer Estimator and ICE 	1		
<ul style="list-style-type: none"> Develop and calculate quantities 	2	1	
<ul style="list-style-type: none"> Risk Register development 	1	2	
<ul style="list-style-type: none"> Initiate and Track DBE/ESB and Subcontractor Plan 	C	C	C
<ul style="list-style-type: none"> Constructability reviews and reports 	1	2	

LEGEND: C = COLLABORATIVE RESPONSIBILITY, 1 = PRIMARY RESPONSIBILITY, 2 = SECONDARY RESPONSIBILITY

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
• Construction Phasing Plan	1	2	
• Value Engineering proposals	1	2	2
• Cost savings reviews	1	2	2
• Preliminary construction schedule	1	2	
• Long lead time CAP submissions and proposals	1		
• Long lead time negotiations	1		2
• Long lead time item procurement	1		
• Opinion of probable construction cost Estimate #2	1	2	
30% milestone FIR (Field Inspection Review) Preparation			
Coordinate, complete, and compile the plans with inputs from other branches: materials, hydraulics, environmental, traffic, right of way, maintenance, safety, and Staff Bridge, if applicable.		1	
The 30% milestone plans and specifications shall comply with CDOT requirements and shall include: title sheet, typical sections, general notes, plan/profile sheets, and preliminary		1	2
The plans shall be submitted to the CDOT/PM and the CMGC/PM for preliminary review at least one week prior to the FIR (30% milestone)		1	
The plans will be reproduced electronically by CDOT.		2	1
Prepare the Engineer's Estimate for work described in the 30% milestone plans based on estimate quantities.		1	
Prepare the 30% preconstruction milestone		1	
CDOT Form 1048 – Project Scoping Procedures Completion		2	1
Field Inspection Review Meeting			
Review 30% milestone PS&E package and provide written reviews, comments, and redlines.	1		1
Attend the FIR.	C	C	C
Provide post-FIR revisions and memo.	2	1	2
Provide list of all deviations from the standard design criteria and written justification for each.		1	2
Update DBE/ESB and Subcontractor Plan.	1		2
Update Risk Register and Cost Model.	1	2	

LEGEND: C = COLLABORATIVE RESPONSIBILITY, 1 = PRIMARY RESPONSIBILITY, 2 = SECONDARY RESPONSIBILITY

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
Final Roadway, Geometric, Structural, Environmental, SWMP, etc. Design		1	
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
• Environmental - gathering data, analysis, and mitigation development		1	2
• Final environmental clearances			1
• Final environmental permits		2	1
• ROW, specialty, and local clearances		2	1
• FIPI justification for sole sourcing		2	1
• Final utility coordination		2	1
• Develop and calculate final quantities	2	1	
• CDOT processes (forms, clearances)		2	1
• Update Risk Register, formal risk assessment meeting	1	2	
• Constructability reviews and reports	1	2	
• Construction Phasing Plan	1	2	
• Value Engineering proposals	1	2	2
• Final construction requirements		1	1
• Innovation development, proposal, and tracking	1	2	
• Cost Savings reviews	1	2	
• 90% preconstruction milestone/Final Office Review (FOR) Construction Schedule	1	2	
• Long lead time CAP submissions and proposals	1		
• Long lead time negotiations	1		2
• Long lead time item procurement	1		
• Opinion of Probable Construction Cost Estimate#2	1	2	
• Provide 90% preconstruction milestone construction plans, specifications, and estimates		1	2
• Develop and calculate final quantities	2	1	

LEGEND: C = COLLABORATIVE RESPONSIBILITY, 1 = PRIMARY RESPONSIBILITY, 2 = SECONDARY RESPONSIBILITY

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
90% Milestone/FOR (Final Office Review) Preparation			
Coordinate, complete, and compile the 90% milestone plans with inputs from other branches: materials, hydraulics, environmental, traffic, right of way, maintenance, safety, and Staff Bridge if applicable.		1	
The 90% milestone plans and specifications shall comply with CDOT requirements and shall include: title sheet, typical sections, general notes, plan/profile sheets, and preliminary layouts.		1	2
The plans shall be submitted to the CDOT/PM and the CMGC/PM for preliminary review at least one week prior to the 90% milestone.		1	
The 90% milestone plans will be reproduced electronically by CDOT		2	1
Prepare the Engineer's Estimate for work described in the FOR plans based on estimate quantities.	1	1	1
Prepare the 90% preconstruction milestone	1		1
90% milestone/FOR (Final Office Review) Meeting			
Review 90% milestone PS&E package and provide written reviews, comments, and redlines.	1		1
Attend the 90% milestone meeting.	C	C	C
Post-90% milestone revisions and memo		1	2
Provide list of all deviations from the standard design criteria and written justification for each.		1	2
Provide a 90% milestone Construction Plan.	1	2	
Obtain final environmental and access permits.		2	1
Finalize construction cost model for Engineer Estimator and ICE.	1	2	2
Update DBE/ESB and Subcontractor Plan.	1		2
Update Risk Register.	1	2	

LEGEND: C = COLLABORATIVE RESPONSIBILITY, 1 = PRIMARY RESPONSIBILITY, 2 = SECONDARY RESPONSIBILITY

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
CAP Proposal and Negotiations	1		
Notify CDOT/PM at a point where CAP proposals can be sufficiently prepared.	1		
Supply cost model and assumptions to ICE and Engineer Estimate.			1
Supply EBS and Construction Contract Checklist to CMGC Contractor.	1		
Prepare and submit construction CAP proposals.			1
Procure independent cost estimate.	1		
Submit an electronic EBS to the CDOT/PM for each phase.			1
Review the construction CAP proposals and compare to Engineer's Estimate and ICE.	1		1
Negotiate final CAPs for each phase.	1		1
CMGC and CDOT have three attempts to negotiate assumptions and prepare CAP estimates. After the third opening, CDOT reserves the right to prepare the bid package for advertisement.			

LEGEND: C =COLLABORATIVE RESPONSIBILITY, 1 = PRIMARY RESPONSIBILITY, 2 = SECONDARY RESPONSIBILITY

APPENDIX B: EVALUATION AND CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORMS

PROPOSAL, ORAL INTERVIEW EVALUATION SCORING NOTES:

- i. CDOT has developed a CMGC Selection Panel Scoring Guide to promote objectivity and transparency. Selection Panel Members are required to read and follow all scoring guidelines.
- ii. 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 Engineering Contracts Officer about this project until the CMGC Services Contract has been executed.
- iii. Agencies are encouraged to include additional criteria that reflect the unique characteristics of the project under each category to help determine the submitter's overall qualifications.
- iv. Weights are to be 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.
- v. Selection Panel scoring values will be only numbers in whole, half, or quarter-number increments (i.e. 2.25, 3.50, 4.00.). Scoring for the Proposal and Oral Interview Criteria form will be based on the following Qualitative Assessment Guidelines, which will be applied to all sections except the CMGC Management Price Percentage.

Qualitative Assessment Guidelines	
Selection Team members will individually review and score each proposal category according to the criteria set forth in the RFP. Team members will evaluate each category sub-factor listed in this Evaluation Manual and assign those sub-factors a Qualitative Assessment Percentage according to the scoring range listed below:	
5	The Proposer demonstrates a complete understanding of the subject and an approach that significantly exceeds the stated requirements and objectives of this scoring category. The proposal communicates an outstanding level of quality. The Proposer's qualifications are exceptional. Proposal shows no weaknesses or deficiencies for this scoring category.
4	The Proposer demonstrates a strong understanding and has a strong approach to the scoring category. The proposal communicates a high level of quality and the proposal exceeds the stated requirements of the RFP. The proposal shows few weaknesses or deficiencies for this scoring category.
3	The Proposer demonstrates a general understanding of the project and an approach containing some weaknesses/deficiencies regarding the stated requirements and objectives of this project. The proposal communicates an average level of quality and meets the stated requirements of the RFP.
2	The Proposer has demonstrated a below average understanding of this scoring category and their response contains significant weaknesses and deficiencies. The proposal communicates a below-average level of quality. The Proposer's qualifications raise questions about the Proposer's ability to successfully meet the project goals.
1	The Proposer has demonstrated a minimal understanding of this scoring category and their response contains numerous weaknesses and deficiencies. The proposal demonstrates little or no level of quality or value. The Proposer's qualifications raise questions about the Proposer's ability to successfully meet the project goals.

CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL EVALUATION SCORING NOTES:

1. Determine score for each firm's sealed CMGC Management Price Percentage Proposal. The maximum point total for this section is 10 points.
 - A. CMGC Management Price Percentage 10 Points Maximum
 - Must include all supporting information required in Section 3.4 and on Form B-3, Form C-1 and Form C-2
 - CMGC Management Price Percentage Scoring information is described in Section 3.4 of this RFP.

TOTAL SCORING EVALUATION SCORING NOTES:

1. The maximum point total for each of three evaluation sections is as follows:

Section:	Score
Proposal	60 pts (Scoring FormB-1)
Oral Interview	10 pts (Scoring FormB-2)
CMGC Management Price Percentage Proposal	10 pts (Scoring FormB-3)
2. After the evaluation of the Proposal, the three highest ranked Proposers will be short listed and be invited to interview and submit sealed CMGC Management Price Percentage Proposals.
3. The Proposer with the highest total score in all sections will be selected. The score from the qualitative evaluations from all Selection Panel Members will be averaged to produce the total overall score for each Proposer.

**COLORADO DEPARTMENT OF TRANSPORTATION
SCORING FORM B-1: PROPOSAL EVALUATION FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES**

Name of Firm: _____

Name of Project: _____

Evaluator No: _____

Date: _____

RFP Reference: Meets Minimum Requirements YES _____ NO _____

If the minimum requirements (including letter from surety) have not been met, specify the reason(s):

1 Project Management Team/Capability of the Contractor: 30 Points Maximum

Project Management Team (15 Points)

	Rating		Weight	=	Score
Composition of Team/Location/Organization	<input type="text"/>	x	0.6	=	<input type="text"/>
Qualifications and Experience	<input type="text"/>	x	0.6	=	<input type="text"/>
Job Descriptions and Responsibilities	<input type="text"/>	x	0.6	=	<input type="text"/>
Team Building and Collaboration	<input type="text"/>	x	0.6	=	<input type="text"/>
Safety Performance	<input type="text"/>	x	0.6	=	<input type="text"/>

2 Contractor Capability (15 Points)

Prior Experience/Performance/References	<input type="text"/>	x	1.5	=	<input type="text"/>
Project Background and Success	<input type="text"/>	x	1.5	=	<input type="text"/>

3 Strategic Project Approach: 20 Points Maximum

	Rating		Weight	=	Score
Firm Approach to Maximizing and Attaining Project Goals/Strategic Project Approach	<input type="text"/>	x	4.0	=	<input type="text"/>

4 Approach to Risk, Schedule and Price: 10 Points Maximum

	Rating		Weight	=	Score
Cost Estimating	<input type="text"/>	x	0.67	=	<input type="text"/>
Schedule	<input type="text"/>	x	0.66	=	<input type="text"/>
Risk Management	<input type="text"/>	x	0.67	=	<input type="text"/>

TOTAL SCORE: (60 Points Maximum): _____

**COLORADO DEPARTMENT OF TRANSPORTATION
SCORING FORM B-2: ORAL INTERVIEWS EVALUATION FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES**

Name of Firm: _____
 Name of Project: _____
 Evaluator No: _____
 Date: _____

<u>Oral Interview Section: 10 Points Maximum</u> Oral Interview Scoring Criteria	Rating		Weight		Score
Presentation Session	<input type="text"/>	x	<input type="text" value="0.5"/>	=	<input type="text"/>
Team Challenge	<input type="text"/>	x	<input type="text" value="1.0"/>	=	<input type="text"/>
Questions and Answer Session	<input type="text"/>	x	<input type="text" value="0.5"/>	=	<input type="text"/>

TOTAL SCORE: (10 Points Maximum): _____

Team Project Challenge:

Questions Asked:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

APPENDIX C-1: CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORM

Costs included in CM/GC Management Price Percentage		%
Item	Other indirect and non-reimbursable costs to be included in the CM/GC price percentage are listed below	
C.1	Project Principal – all costs	
C.2	Project Manager relocation, housing, and subsistence costs.	
C.3	Construction Manager/Superintendent relocation, housing, and subsistence costs.	
C.4	Additional CM/GC staff relocation, housing, and subsistence cost.	
C.5	Home, branch and regional office administrative support staff and all related costs	
C.6	Home, branch and regional office safety support staff and all related costs	
C.7	Home, branch and regional office quality control support staff and all related costs	
C.8	Profit	
	Total CMGC Price Percentage	

APPENDIX C-2: CMGC BID ITEM PRICING PROPOSAL FORM

Company Name: _____

Date: _____

Item	Item Number	Item Description	Units	Estimated Quantity*	Unit Price (includes CMGC Management Percentage)	Total Amount
1		9-inch PCCP	SY	269,000		
2		12-inch PCCP	SY	170,000		
					Total Cost:	

Assumptions:		
Length of Project :	7.5 Miles	Approx MP 127 – MP 135
Ramps	Not included	-
Bridge Structures	Not included	2" SMA overlay assumed
Haul Distance	10 Miles	(Estimated Average)

*3-4 construction packages are currently anticipated. 1-3 packages may include asphalt paving as well. Additional packages may be added during design.

APPENDIX D: CONSTRUCTION GENERAL CONDITIONS

	Costs NOT TO BE included in CM/GC Management Price Percentage	Costs TO BE included in CM/GC Management Price Percentage
Item	Costs for the categories below will be negotiated and included in the direct “Cost of the Work”	Other indirect and non-reimbursable costs to be included in the CM/GC price percentage are listed below
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/demob, 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.	
E.19	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	