# **Request for Proposals**

# **Construction Manager ("CM") Services**

I-70 MP 211 F-13-S\_Minor Structure Replacement Summit County



# PROJECT NUMBER: FBR 0702-385 PROJECT LOCATION: I-70 MP 211 Summit County PROJECT CODE: 22712

<u>Addendum 1</u>

October <u>22</u><del>10</del>, 2019

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



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# **SECTION 1 – SCOPE OF WORK AND PROJECT INFORMATION**

# 1.1. <u>SCOPE OF THIS RFP FOR CMGC SERVICES SELECTION</u>

CDOT is soliciting Construction Management services for the replacement of structure F-13-S\_Minor located on I-70 MP 211 in Summit County (the "Project"). The selected Proposer (also referred to as "Construction Manager ("CM")", "Contractor," "successful Proposer," "selected Contractor,") will provide preconstruction phase Construction Management services and will have the opportunity to enter into a General Contractor ("GC") contract with CDOT to fulfill the Projects' construction phase. However, the GC contract award to the successful CM proposer is not guaranteed and is dependent on a successful Construction Agreed Price ("CAP") negotiation with CDOT, as determined by CDOT.

The current draft scope of work reflects an approach based on the known Project goals and risks. Selection factors used in determining the successful Proposer will be the ability of the Contractor to analyze Project goals, evaluate work elements, identify/mitigate risks, 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 CM will partner with the Design Consultant and CDOT as a member of the integrated design team. The CM will provide input on schedule, phasing, constructability, and cost throughout the preconstruction phase of the Project.

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

#### A. Design Review:

- Thoroughly reviewing 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.
- Independently calculating quantities for verification purposes of construction packages, independent from the Design Consultant.
- Providing constructability input on all facets of the Project including, but not limited to:
  - o Shoring and Phasing Techniques,
  - Maintaining Traffic Capacity on I-70,
  - o Accelerated Bridge Construction ("ABC") Methods and Elements,
  - o Structural Foundations and Walls,
  - Material Availability,
  - o Roadway Drainage, and
  - o Roadway and Safety Improvements.

## **B.** Cost Estimating:

## Ongoing Tasks

• To help inform decisions, the CM shall provide rough order of magnitude ("ROM") cost estimating as design concepts/alternatives are being developed and evaluated throughout the Construction Manager / General Contractor ("CM/GC") procurement and construction



processes. This may include:

- Evaluating means and method of various construction techniques that may influence design solutions with considerations of cost and schedule impacts.
- Evaluating industry standard operating and maintenance costs to determine life-cycle costs.

## Tasks at Milestones

- Provide initial ROM construction estimate within one month of Notice to Proceed ("NTP").
- Provide construction cost estimates at milestones that include the following activities:
  - Item identification that is compatible with CDOT's cost estimating, standards, and specifications;
  - It is anticipated the CM shall submit Opinion of Probable Construction Costs ("OPCCs") at 30%, 60% and 90% milestones for each construction package. Additional OPCCs may be required at the request of the CDOT Project Manager ("CDOT PM") if: package complexity indicates an added benefit, or work is added to the Project. Additional OPCCs may be required before determining the CAP if the Project team agrees on their necessity before the Owner requests a CAP proposal from the CM. Analysis should include availability of labor, equipment, and materials; and
  - The CM shall submit a CAP proposal when both the CM and CDOT agree the design has progressed to the appropriate level, typically at 90%.
    - Quantity reconciliation will be required with the Design Consultant, the Independent Cost Estimator (ICE) and CDOT. This may include verification of means of methods between CDOT, the Design Consultant, and the ICE.
    - The CM shall submit CAP proposal(s) as an Electronic Bid Submittal ("EBS") once a CAP has been negotiated and accepted.
    - CDOT may request the CM submit a CAP on early construction packages or for the Long Lead Time Procurement ("LLTP") items.

# C. Schedule:

- Prepare preliminary construction schedule and construction packaging strategy, working with the design team to determine if early construction packages are viable, cost effective and provide an overall benefit to the Project.
- Provide a resource loaded, critical path method, construction schedule at 30%, 60% and 90% OPCC milestones, as well as for all CAP proposals.

## D. Risk:

- Lead quantitative and qualitative risk management discussions 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.



# E. Meetings:

- The CM will participate in the Partnering Workshop, Project Scoping Workshop, Project Milestone Meetings, and CAP negotiations (LLTP and Construction), and any other meetings throughout preconstruction.
- The Project Scoping Workshop, which will be led by CDOT, will cover at a minimum the following items:
  - Introduction to the Project, CMGC, partnering session, Project stakeholder engagement, roles and responsibilities identification.
  - Team will review Project status, goals, objectives, funding, preliminary preconstruction schedule, current design etc.
  - Set up progress meeting frequencies and initiate working groups for various elements of the Project, i.e., bridge working group.
    - Progress meetings may include project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.
- The Project Milestone Meetings and CAP review meetings will be led by CDOT.

• The CM will, unless otherwise directed, meet with CDOT at the Mountain Residency located at: 1198 S Adams Ave, Silverthorne, CO 80498. Meetings that may be attended via phone are noted below. The following meetings shall be anticipated by the CM:

- Project Kickoff
- CM/GC Partnering and Project Scoping Workshop
- Pre-Survey Meeting (by phone)
- Field Inspection Review 30%
- Pre-Final Office Review 60%
- Final Office Review 90%
- Final Construction PS&E -100%
- CM/GC Cost Model Review Meeting
- CM/GC Risk Management Meetings
- Cost Estimate Review Meetings
- CAP Review Meetings
- CAP Negotiations and Assumption Resolution Meetings (if applicable)
- Other Project Meetings:
  - Bi-weekly project updates to CDOT Project Manager (by phone)
- The CM shall have the capacity to meet the following **estimated** milestones:
  - Project Kickoff: 1/29/20
  - CM/GC Partnering and Project Scoping Workshop: 1/29/20-1/30/20



0	Cost Model Review Meeting (30%):	5/14/20
0	Field Inspection Review Meeting (FIR-30%):	5/28/20
0	CM/GC Risk Management Meeting (30%):	6/18/20
0	Cost Estimate Review Meeting (30%):	6/18/20
0	Pre-Final Office Review Meeting (Pre-FOR - 60%):	9/10/20
0	CM/GC Risk Management Meeting (60%):	9/24/20
0	Cost Estimate Review Meeting (60%):	9/24/20
0	Final Office Review Meeting (FOR – 90%):	12/14/20
0	CM/GC Risk Management Meeting (90%):	1/5/21
0	Cost Estimate Review Meeting (90%):	1/5/21
0	Final Construction PS&E (100%):	2/9/21
0	CAP Proposals and Negotiations:	2/11/21-3/22/21

• The CM should be prepared to conduct Project Vision Meetings to analyze how Project progress is aligning and tracking with Project goals. Items of focus include priorities, commitments, approach, scope, schedule, and cost reasonableness.

## F. Deliverables:

- The CM will develop and produce the following reports and deliverables:
  - o Subcontractor Selection Plan,
  - Quality Control Plan,
  - o Material Sourcing Plan,
  - Worker and Public Safety Plan,
  - Risk Management Plan,
  - o Innovation Tracking and Performance Report,
  - o Procurement Review Report for each LLTP CAP if required, and
  - Provide monthly invoices and project reports to support payment of preconstruction CM services.

## G. Other Tasks:

- The GC shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if CAP proposals are accepted by CDOT.
- The designer will develop the Stormwater Management Plan during preconstruction with input from the CM. If a CAP is successfully negotiated, the GC will be responsible for obtaining the CDPHE permit prior to construction.
- The CM will not be required to commit to integrating Disadvantaged Business Enterprises



("DBEs") in the Project during the CMGC services, this project does not include federal funding.

• If negotiations between CDOT and the CM for a final CAP (see Section 1.20) are not successful, CDOT reserves the right to place the Project construction for open bid, and the CM will not be permitted to submit a bid. In this case, the CM shall be compensated for its pre-construction services per the CM services contract and CDOT will have no further contractual obligations to the CM.



# 1.2. <u>CMGC PROJECT GOALS</u>

- **A.** Replace Structure F-13-S\_Minor with a new structure that meets 100-year design life criteria and qualifies for full funding through the Colorado Bridge Enterprise Program;
- **B.** Accommodate two-way traffic in new structure below I-70 and meet vertical clearance requirements;
- **C.** Facilitate and foster collaboration, communication, and partnerships among all members of the project team, including CDOT and the designer;
- **D.** Minimize Interstate traffic impacts and maximize safety of workers and traveling public during construction;
- **E.** Target construction season between June and October, one construction season duration is preferred but not required;
- F. Provide a structure that minimizes life cycle maintenance requirements;
- G. Minimize disturbance and/or impacts to the active landslide east of the structure; and
- **H.** Commit to the CMGC process.

# 1.3. PROJECT DESCRIPTION/SCOPE OF WORK

A. Project Background

The Colorado Bridge Enterprise ("BE") listed structure F-13-S\_Minor as eligible for FASTER funding as a result of the structure becoming Poor (Structurally Deficient – "SD") based on an inspection performed on July 24th, 2017. Prior to the structure becoming SD, it was classified as Functionally Obsolete ("FO") due to insufficient vertical clearance.

F-13-S\_Minor serves as a grade separation structure and is located on Forest Service Road in Summit County. It crosses under I-70 at mile post 211, approximately 2.6-miles west of the Eisenhower-Johnson Memorial Tunnel. The structure slopes from north to south at 7.2% grade, and I-70 slopes from east to west at 6% in the westbound direction and 7.5% in the eastbound direction. The structure is used as a turn-around for CDOT Maintenance and emergency vehicles. Forest Service Road is closed to the public, it also provides access to Straight Creek which CDOT maintains. Although the structure is not used as a drainage passage, it conveys flows during spring runoff when the adjacent storm water infrastructure is covered with snow and during heavy rainfall events when the adjacent storm water infrastructure is at capacity or impacted by sediment.

Structure F-13-S\_Minor was originally constructed in 1964, it is a single celled Concrete Box Culvert ("CBC") 14-feet high, 20-feet wide, 194-feet long. The structure was originally designed for a maximum of 12-feet of fill over eastbound/westbound and for a maximum of 5-feet of fill over the median and structure ends, the design was based on the original alignment/profile of I-70. In 1964, initial construction of I-70 triggered multiple landslides north of I-70, approximately between MP 210 and 212. These landslides are known as Slides 1 through 4 and Slides A and B.

The western edge of Slide 1 is located approximately 160-feet east of the structure, and was mitigated in 1969 through means of slope regrading/excavating and drainage



ditches/pipes to reduce hydrostatic pressure buildup within the decomposed bedrock material. Landslide mitigation then shifted alignment of I-70 to the south, and resulted in extending the structure's original length of 164-feet to 194-feet. Regrading also raised the profile of I-70 westbound, resulting in 18-feet of fill over the westbound portion of the structure. However, design of the structure remained at a maximum fill of 12-feet. Today, the fill over the structure varies from 6-feet to 18-feet.

In August of 2017, Region 3 began investigations to assess the complexity of replacing or repairing the structure. Due to the severity of the structural deficiencies and insufficient vertical clearance of the structure, CDOT determined replacement would be required. With considerations to the Interstate high traffic volumes, critical culverts at Straight Creek, active landslides north of I-70 (especially Slide 1), potential wildlife considerations per the I-70 Mountain Corridor Programmatic Environmental Impact Statement ("PEIS"), fiber optic lines along I-70, the Region concluded to complete a Feasibility Study to help identify all potential issues with replacing the structure.

In August of 2018, Region 3 contracted the assistance of a consultant to complete a Feasibility Study. Due to Interstate high traffic volumes, the team evaluated the feasibility of tunneling methods to limit traffic impacts during construction. Tunneling construction methods were found not feasible for the structure replacement due to non-cohesive materials under I-70. The following tasks were completed under the Study: survey, geotechnical investigation, preliminary environmental review, hydraulic overview, utility identification (Quality Level D), roadway assessment, structural concepts for replacement and shoring, conceptual construction phasing, ABC opportunities, and preliminary estimates for three conceptual alternatives. The Feasibility Study Report is available at: https://www.codot.gov/business/designsupport/adp-db-cmgc/opportunities/cm-gc-solicitations-active/22712-i-70-dillon-structure-replacement-mp-211.

Moving forward with Design and Construction, challenges include but are not limited to: maintaining Interstate high traffic volumes, complex phasing and shoring, adjacent landslide, steep grades, non-cohesive soils with large boulders, short construction season, and nighttime environmental restrictions.

B. Project Information and Definition

The project proposes to replace structure F-13-S\_Minor in one construction season that is limited due to weather and high potential for night-work restrictions due to Lynx habitat, and is required to maintain two-lanes of traffic in each direction on I-70 throughout construction. The clear span within the proposed structure is set at 36 feet, which includes two 12-foot lanes, two 4-foot shoulders, and two 2-foot barriers. The vertical clearance shall be greater than 16.5 feet. Mitigation measures will be implemented to address the ice buildup in the existing structure. Opportunities to increase safety access to and from the structure will also be considered.

**Lead and Supporting Agencies:** CDOT is the lead agency for the project. Oversight and full funding are provided by the Colorado Bridge Enterprise.



**Stakeholders:** Primary project stakeholders and their role or involvement in the project are listed below:

Agency/Stakeholder	Role or Involvement
Colorado Bridge Enterprise	<ul><li> Project oversight</li><li> Sole funding entity</li></ul>
United States Forest Service (USFS)	<ul> <li>This segment of I-70 is on a Highway Easement Deed ("HED") from USFS and will require authorization to construct project</li> <li>Ensure that project actions do not impact or jeopardize existence of any listed species or critical habitat</li> </ul>
Summit County	• Project limits all within Summit County
Town of Dillon	• Town west of the project, located south of I-70
Town of Silverthorne	• Town west of the project, located north of I-70
Federal Highway Administration ("FHWA")	Project involvement on Interstate projects
Colorado Parks and Wildlife ("CPW")	• Involved with the evaluation of Threatened & Endangered, Candidate and Colorado State Sensitive Species
US Fish and Wildlife Service ("USFWS")	• Involved with the evaluation of Threatened & Endangered, Candidate and Colorado State Sensitive Species
Other Stakeholders	Role or Involvement
Traveling public	<ul> <li>Roadway safety/trip reliability input</li> <li>Will want to know travel impacts/delay/detours</li> </ul>
Emergency responders	<ul> <li>Emergency response/access input</li> <li>Will want to know travel impacts/delay/detours</li> </ul>



**Project Features and Specialty Work:** Major work items include but are not limited to: replacement of existing structure F-13-S\_Minor, maintenance of traffic, phasing, shoring, earthwork, drainage, paving, traffic control, signing, and striping

# Major Project Risks:

- Schedule
  - Prolonged construction durations due to season and environmental constraints, and
  - o ABC methods to accelerate construction.
- Phasing/Maintenance of Traffic ("MOT")
  - Must maintain two lanes of traffic in each direction on I-70 throughout construction,
  - Complex phasing due to the condition, layout, and profile of the existing structure, existing Interstate profile and alignment, and existing fill material,
  - o Short construction season with environmental restrictions at night,
  - One construction season is preferred, but is not required. If the project is constructed in two seasons, the existing structure must remain open to maintenance operations for snow plowing during the winter shut-down,
  - o Unavailable alternate route, and
  - Project involves numerous stakeholders and is highly visible to the public, any challenges in construction could ultimately lead to major disruptions to the I-70 corridor and extensive user costs.
- Landslide Mitigation
  - Adjacent landslide east of the structure may require mitigation prior to excavating westbound lanes for stabilization.
- Materials
  - Asphalt plants are open for a limited season, and
  - Project area is at high elevation with cooler temperatures at night all year round, and may require non-traditional methods for materials such as concrete.

**Project Design and Development Status:** Below is a general description of work progressed to date and anticipated ongoing work, milestones, and potential early packages. The designer will provide the final design of the following work with input from CDOT and the contractor.

- Design: Conceptual activities have been conducted under a Feasibility Study to determine impacts associated with the structure replacement. Design has not started and will accommodate input from the CM/GC contractor in the pre-construction phase through the CM/GC Project Delivery Method.
- Structural: Conceptual design for proposed structure alternatives has been developed to an approximate 10% level which generally represents feasible options for replacement acceptable to CDOT.



- Roadway: Conceptual design for this section of the I-70 corridor has been developed to an approximate 10% level which generally represents feasible geometric and resiliency improvements acceptable to CDOT.
- Hydraulics: Hydraulic overview of the project area was conducted to evaluate the existing drainage system. It was found to have sufficient storage and capacity to handle the 50-year event when properly maintained. Identification of I-70 drainage system's connection depths and locations shall be completed during design. Any changes to the median will impact the median drainage and will need to be addressed in design.
- Geotechnical and Geohazards: Geotechnical investigations have been completed for the bridge structure, final recommendations were used for the conceptual design of structural foundations and shoring for construction phasing. Final recommendations shall be used for final design of the bridge structure and shoring as needed for construction phasing. However, an additional geotechnical investigation may be required for the proposed median wall if pursued for design. An overview of geological conditions and hazards was also completed and recommendations have been provided for avoidance and mitigation during construction. The consultant shall work with CDOT and the CM/GC contractor to assess mitigation requirements for the adjacent landslide.
- Environmental: A desktop environmental review of the area was performed under the Feasibility Study. Overall, very few, if any resources are anticipated to be impacted by construction. Given the low probability for impacts to environmental resources, it is anticipated for the project to be cleared with a Categorical Exclusion (CatEx). The National Environmental Policy Act ("NEPA") process will occur during design and will be completed by CDOT.
- ROW: All existing right-of-way (ROW) is within an existing Highway Easement Deed through the United Stated Forest Service (USFS) and therefore, no ROW issues are anticipated. Authorization from USFS will be required for construction.
- Survey: Field survey has been completed for the structure area. However, additional survey will be required for extended portions of I-70 if the median wall and realignment WB is pursued for design. A stamped project control diagram is available and shall be used for design to tie the surveys together.
- Utilities: An ASCE Quality Level D Subsurface Utility Engineering (SUE) investigation has been conducted for the project area. However, the underground utilities that run along I-70 will require Quality Level B or higher during design. The consultant should note the following known utilities: CenturyLink underground fiber optic runs parallel south of EB I-70; Comcast underground fiber optic runs parallel north of WB I-70 (shared duct with CDOT); CDOT underground fiber optic runs parallel north of WB I-70 (shared duct with Comcast fiber optic), Xcel Energy underground electric runs parallel north of WB I-70.

# **Existing Operations and Traffic Restrictions:**

The latest CDOT Region 3 Lane Closure Strategy (available at <u>https://www.codot.gov/library/traffic/work-zone-safety-and-work-zone-traffic-operations/lane-closure-strategies/R3\_Lane\_Closure\_Report.pdf</u>) outlines lane closure restrictions and contains information regarding average annual daily traffic for I-70 segments for both Spring/Summer and



Fall/Winter periods. The CM may propose changes to the Lane Closure Strategy, should the changes be needed for constructability or provide a benefit to the project/traveling public. The process to request a change to the current restrictions is outlined in the CDOT Region 3 Lane Closure Strategy, location noted above.

Maintenance of Traffic will be determined during pre-construction. Phasing plans will be provided in the construction plans. The designer will produce phasing plans through collaboration with the CM and CDOT. Two-lanes of traffic in each direction must be maintained during construction.

## **General Construction Constraints and Limitations:**

- All work must be maintained within existing CDOT Highway Easement ROW;
- Access to Forest Service Road must be maintained during construction for CDOT Personnel to continue maintenance of Straight Creek; and
- Environmental clearances, NEPA, for identified elements within a package must be received and approved before CDOT will issue a NTP for the construction package CAP.

Company	Facility type
Century Link	Underground fiber optic, runs parallel south of EB I-70
CDOT	Underground fiber optic, runs parallel north of WB I-70. Shared duct with Comcast fiber optic
Comcast	Underground fiber optic, runs parallel north of WB I-70. Shared duct with CDOT
Xcel Energy	Underground electric, runs parallel north of WB I-70

## Utilities to be protected in place:

## **Coordination and Communication:**

The Contractor must closely coordinate with adjacent projects. These include, but may not be limited to:

- CDOT I-70, Resurfacing MP 202.5 to MP 206 (Frisco to Silverthorne), and
- Coordinating and communicating with stakeholders to minimize traffic delays and construction impacts. See Section 1.21 Public Information, for additional communication requirements.

# 1.4. <u>PROJECT FUNDING</u>

The source of funding for this CMGC contract is the Colorado Bridge Enterprise.



# 1.5. <u>PROJECT DURATION</u>

The time period for work described in the CM, preconstruction scope is approximately 15 months. The time period for the work described in this scope is estimated to begin January/February 2020. The contract shall extend through May 1, 2021.

## 1.6. PROJECT ADMINISTRATION

The Contract Administrator for this Project is:

Roberta Lopez

I-70 MP 211 Structure Replacement 2829 W Howard Place Denver, CO 80204 W: 303-757-9296 roberta.s.lopez@state.co.us

CDOT Project Manager and Primary Point of Contact:

Sarah Navarro, PE I-70 MP 211 CMGC Bridge Project, Project Manager 1198 S. Adams Ave Silverthorne, CO 80498 W: 970-328-9936 W: 303-512-5605 sarah.navarro@state.co.us

## 1.7. PROJECT COORDINATION

A. Routine Working Contact

The routine working contact will be between the Project Management Team ("PMT"), which will be comprised of the CDOT PM, the Design Consultant Project Manager ("DC PM"), and the Construction Manager Project Manager ("CM PM").

B. Project Management Team Correspondence/Communication Requirements

The PMT members are expected to communicate relevant contacts, coordination efforts, conversations, and emails where important Project Information is discussed.

C. Coordination

In addition to the stakeholders listed in section 1.3.B, the CM shall partner with the Design Consultant and the CDOT Project Management Team (defined below) as part of the design team.

The following groups will be Project partners and will be required to coordinate with each other:

- Executive Oversight Committee
- CDOT Region 3 Project Management Team:
  - o CDOT Project Manager Sarah Navarro, PE
  - CDOT Project Engineer <u>TBD</u>Tom Sheuermann, PE



- CDOT Resident Engineer Grant Anderson, PE
- CDOT Region 3 Specialty Groups
  - o Region 3 Materials Coulter Golden
  - o Region 3 Traffic Emmalee Blender
  - Region 3 Hydrology and Hydraulics Stuart Gardner
  - o Region 3 Survey Jonathan Kobylarz
  - Region 3 Right-of-Way Tim Woodmansee
  - o Region 3 Environmental Paula Durkin
  - o Region 3 Utilities Chris Williams
- Colorado Bridge Enterprise
  - o BE Deputy Program Manager Patrick Holinda
- CDOT Maintenance Forces LTC Ops Todd Anderson
- CDOT HQ Staff Bridge Sam Abraham
- CDOT Alternative Delivery Program- Matthew Pacheco
- CDOT HQ Materials and Geotechnical Branch David Thomas
- Region 3 Civil Rights Manager Karl Lehman
- Independent Cost Estimator /CDOT Engineering Estimates and Market Analysis (EEMA) Group Kenny Auge
- Selected Project Design Consultant and any Sub-consultants
- Selected Project Construction Manager and any Sub-contractors
- Colorado Department of Public Health and Environment ("CDPHE")
- The CDOT Project Management Team shall be included in all coordination.
- **D.** Project Co-Location

CDOT does not plan to co-locate with the design consultant or CM for this project.

## **1.8.** <u>FIXED LIMIT OF CONSTRUCTION COST</u>

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 GC indirect costs, 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 GC is up to \$15M.



# 1.9. PROJECT CONSTRUCTION SCHEDULE

Project milestones are shown below:

- Potential Early Package: Anticipated Notice to Proceed Spring 2021. Construction packages may include work elements that have fewer potential risks or restrictions to the environment that can accelerate the Project schedule through an early start.
- CDOT anticipates at least one other construction package, beyond the early package, due to weather constraints.
- Each construction package will 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 user costs as appropriate. The CM and CDOT are responsible for ensuring the severability of each package.

The CMGC Contractor must work and communicate with Project stakeholders before and during construction. The CM and GC must minimize impacts to traveling public, and prioritize minimizing impacts when determining allowable daily working time schedules.

Notable construction constraints to be considered:

 Resource availability due to other major regional projects. Upon CM contract award, the CM will create a construction Schedule. The CM shall use Microsoft Project for the schedule and shall be maintained in the same format throughout the duration of the Project by the Contractor. After the Schedule is created, the Contractor will be required to submit schedule updates monthly, after any significant change to the Project, and otherwise as directed by CDOT.

## 1.10. FEASIBILITY STUDY DOCUMENTS AND EXISTING DATA

All reference documents below are available on the project website at: (Roberta to insert ink) https://www.codot.gov/business/designsupport/adp-db-cmgc/opportunities/cm-gc-solicitations-active/22712-i-70-dillon-structure-replacement-mp-211

- **A.** Feasibility Study Report
- **B.** Existing Structure As-Builts
- **C.** Existing ROW Plans

## **SPECIFICATIONS**

The 2019 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. <u>https://www.codot.gov/business/designsupport/cdot-construction-specifications/2019-construction-specifications</u>

# 1.11. <u>OWNERSHIP OF THE DOCUMENTS</u>

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.

# 1.12. REQUIRED PERCENTAGE OF WORK SELF-PERFORMED BY CM or GC

The Proposer must self-perform the preconstruction CM services, work valued at not less than 75% of the



total work - excluding specialized services, with its own staff, not through sub-contractors.

For any awarded construction, the GC must self-perform work valued at not less than 30% of the total construction work by its own staff, not through subcontractors, excluding specialized services where subcontractors may perform work.

Specialized services are those services or items that are not usually furnished by a CM or GC performing the particular type of service contained in this RFP.

# 1.13. PROJECT COMPUTER SOFTWARE REOUIREMENTS

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:

A. 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.

**B.** Scheduling:

Microsoft Project (latest version)

C. Specifications:

Microsoft Word (latest version)

ProjectWise (latest version)

**D.** CADD:

MicroStation and InRoads (latest version)

E. Document Management

ProjectWise Share

# 1.14. <u>REOUIRED AVAILABILITY OF KEY PERSONNEL</u>

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. For modifications to the Proposer's Team or Key Individuals and other personnel listed in the Proposer's Key Personnel to be effective, CDOT must provide its written approval of the modification. If a Key Personnel is to leave the team, resumes for a minimum of three replacement candidates must be provided to the CDOT PM for CDOT's review and written 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 person and address as shown in **Section 2.8 Proposal Submittal** of this RFP. 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 Contract Administrator.



# 1.15. 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 award.

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. Each Proposer is responsible for determining eligibility of its team members.

## 1.16. APPLICABLE FEDERAL AND STATE REGULATIONS

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

## 1.17. 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.

## 1.18. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REOUIREMENTS

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

A DBE contract goal will not be set for the construction packages since this project will be funded with state funds only, no federal funding.

## 1.19. <u>COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES</u>

The selected Proposer will be paid a total lump sum amount of \$145K for CM services during the Preconstruction Phase. Monthly payments will be paid per invoice as work progresses based on percent of preconstruction completion with agreement of the CDOT PM.

# 1.20. EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP)

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

CDOT anticipates requesting CAP proposals when both the CM and CDOT agree the design has progressed to the appropriate level, typically at 90%, for each individual construction package. If CDOT and the CM have negotiated, agreed on, and accepted a GC CAP the CM shall submit the GC CAP it negotiated, agreed on, and accepted via the Electronic Bid Submittals system. The CM or GC may develop multiple GC CAPS, and CDOT may negotiate and accept those GC CAPs during the design and construction phases of this Project. CDOT reserves the right not to award any part(s) or all of the GC CAPs shall deliver to CDOT a proposed GC CAP and GC 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 GC CAP will not be increased. The GC assumes all risk with performance of the bid items, including management of its subcontractors, suppliers, and any associated cost impacts over and above a GC CAP not listed as overrun items in the construction specifications or agreed to as risk pool items in the executed Risk Register. A GC CAP proposal can be offered and negotiated three times. After the third and final attempt at a GC CAP negotiation, CDOT reserves the right to prepare the plans, specifications, and estimate package for public, low-bid, advertisement. The CM services contractor will not be allowed to bid on this public advertisement.

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

In developing this shared risk contingency pool, CDOT may agree to share 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 a GC CAP has been negotiated with the Contractor and as agreed to in the executed Project Risk Register.

# 1.21. <u>PUBLIC INFORMATION</u>

Interstate 70 is a critical corridor that provides access between the Front Range and Colorado's western slope and mountain recreation areas. I-70 experiences high traffic volumes, frequent inclement weather, and is an important freight corridor, along with being a recreational corridor providing access to skiing, hunting, fishing, kayaking, cycling, and other activities.

The CMGC 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, recreators and others during the CM services contract and the GC services contract.

This Project shall be done in accordance with the CDOT Public Information Specifications provided in **Appendix D**. CDOT will be primarily responsible for Public Information fulfillment from design



through Notice to Proceed for the first construction package. The GC will be primarily responsible for Public Information fulfillment once the first construction package commences through the duration of construction. This work consists of providing regular and continuous communications services throughout the duration of the Project including community and stakeholder outreach as well as media support. Significant coordination with the PIM(s) for other I-70 and local projects will be necessary.



# SECTION 2 – CMGC PROPOSAL REQUIREMENTS AND INSTRUCTIONS

# 2.1. PROPOSAL GENERAL INFORMATION

This RFP is a multi-phase procurement that includes a Statement of Interest/Proposal, a short listing of firms by a Selection Panel, and an interview. CDOT intends to identify three Proposers as its shortlist of Proposers. At the interview, Proposers will be required to submit a CMGC Management Price Proposal. Only shortlisted Proposers will be allowed to submit a CMGC Management Price Proposal.

Potential Contractors interested in submitting Proposal packages in response to the RFP to CDOT are requested to submit one package that is inclusive of pre-construction CM services, with the potential of performing as GC, only if CDOT and the Successful Proposer successfully negotiate and accept a construction GC CAP proposal(s). Selection of a Successful Proposer will be determined by conducting a best value calculation in accordance with the evaluation criteria set forth in **Section 3 Proposal Content and Evaluation Criteria**.

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

- A. Multiple proposals from a single Proposer will 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 1.15.**
- **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 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.

The Proposer shall specifically identify and mark any proprietary information, trade secrets, or confidential commercial and financial information that a Proposer believes should be exempted from disclosure. During the Procurement phase, CDOT will accept materials clearly and prominently labeled "PROPRIETARY", "TRADE SECRET", or "CONFIDENTIAL" by the Proposer. 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 3.1 and 3.3.** 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 selection.
- **H.** The selected Proposer will be contracted for CM services and has a potential, but no guarantee, to be contracted for GC construction services for this Project. Therefore, the selected Contractor is not guaranteed to receive a Notice to Proceed to perform GC construction work. CDOT may terminate the CM services contract at the completion of the preconstruction phase due to lack of construction funding or failure to negotiate and reach an agreed on GC CAP.
- **I.** If CDOT and the selected Proposer fail to reach a negotiated and accepted GC CAP and CDOT chooses to publicly advertise a new solicitation of the GC portion of this Project for bids, the selected Contractor will not be permitted to submit a bid.

# 2.2. MINIMUM PROPOSAL REOUIREMENTS

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 this project. 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 \$20M for an individual project in addition to its current and anticipated bond commitment workload. Provided a letter from a surety company indicating that the Proposer is capable of obtaining Payment and Performance Bonds covering Project No. FBR 0702-385, I-70 MP 211 Structure Replacement Project for at least \$20M. 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 negotiated, agreed to, and accepted by both parties. 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 per 2 CCR 601-10, Rules Governing Construction Bidding for CDOT Public 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. Provide CDOT with a statement as to whether: 1) the Proposer, 2) any director, officer, partner, joint venture, stockholder of five percent or more of the Proposer, or 3) any Affiliate of the Proposer, is in any jurisdiction (Colorado or other jurisdiction):

under notice of intent to debar/suspend has been debarred/suspended or is affiliated with another person who is under notice of intent to debar/suspend or has been debarred/suspended and the current status of any such debarment/suspension?;

failed to complete any contract awarded to the above?

failed to complete a contract while working for another company or managing a contract under their own names?

indicted/convicted of bid/contract related violation in the past 6 years?



- F. Met all of the Proposal Submittal requirements of Section 2.8.
- **G.** Provided CDOT with a signed Anti-Collusion Affidavit, CDOT form #606 with the initial proposal materials.

## 2.3. KEY EVENTS SCHEDULE AND RFP DATES

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

Public Notice Phase	Date	Time
Advertisement/ Notification of Request for Letters of Interest	9/19/2019	
Submittal of Letters of Interest	10/3/2019	10:00 a.m.
One-on-One Briefings	*As Requested	
First Advertisement of RFP	10/10/2019	
Mandatory Pre-Proposal Meeting	10/21/2019	9:00 a.m.
Final RFP Questions or Comments Due	10/25/2019	5:00 p.m.

Short List Phase	Date	Time
Submittal of Proposal	11/ <u>5</u> 4/2019	5:00 p.m.
Short Listing Selection Panel Meeting	11/20/2019	
Short List Approval	11/21/2019	
Notification of Short List Candidates	11/25/2019	

Selection Phase	Date	Time
Selection Panel Meetings (Interviews)	12/10/2019	
CMGC Management Price Percentage Proposals Submitted	12/10/2019	
Chief Engineer Selection Approval	12/18/2019	
Contractor Notification	12/19/2019	
Contract Execution/NTP	1/22/2020	

## 2.4. MANDATORY PRE-PROPOSAL MEETING



The mandatory pre-proposal meeting will be held as per **Section 2.3** at CDOT Region 3 Mountain Residency, 1198 S. Adams Ave, Silverthorne, CO, at 9:00 a.m. on October 21, 2019. This meeting will introduce all proposers 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. <u>OUESTIONS AND CHANGES TO THE RFP</u>

- 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 Manager 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 Final RFP Questions or Comments Due.
- **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 will be posted on the Project advertisement site in Q & A form.
- **D.** Proposers shall not rely on oral or written instruction changes or clarifications regarding this RFP, unless issued in writing by the CDOT Project Manager as an addendum.
- E. Proposers must acknowledge all issued addenda in their submittal and proposal.

# 2.6. <u>CONTRACTOR PROTEST RULES</u>

Protests will be handled per 2-CCR 601-10 Rules Governing Construction Bidding for CDOT Public Projects, 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 recover Proposal preparation costs. No other costs or fees will be permitted or awarded including, but not limited to attorney's fees.

# 2.7. <u>AWARD OF CONTRACT</u>



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 Preconstruction CM Services.

The Selection Panel shall complete a short list evaluation on the Proposers' submitted Proposal packages based on criteria in **Section 3.1** 

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.

The successful CM Proposer has a potential, but no guarantee, to enter into a contract with CDOT for GC construction services for this Project. However, if CDOT and the successful CM Proposer successfully negotiate, agree and accept a GC CAP, all parties will execute a CDOT drafted GC ConstructionContract.

All negotiations shall be open book. CDOT shall have access to all GC 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 GC Proposer posting 100% performance and payment bonds and being compliant with CDOT procurement policies. The CM 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. <u>PROPOSAL SUBMITTAL – STEP 1</u>

Proposers must comply with the following items. CDOT retains the right to waive any minor irregularity or requirement, so long as CDOT determines that it is in its best interest as determined by CDOT. (Please note that the primary focus of this evaluation will be the firm(s)'s capabilities).

- A. Timely 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. See submission deadline, Section 2.3.
- **B.** Proposal Format:
  - Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the **Scoring Form B-1** in **Appendix B.** Additional information, if provided, shall appear at the end of the submittal under its own tab(s);
  - 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;
  - Cover or Introductory Letter (1-page limit 8-1/2 x 11 paper);
  - Proposal Section (5-page limit, 8-1/2 x 11 paper, and up to 3 of the 5 pages can be on 11x17 paper);
  - An Optional Section (5-page limit, 8-1/2 x 11 or 11 x 17 paper);
  - The Commendation Section for awards or letters of recommendations from past clients (5-page limit 8-1/2 x 11 paper); and
  - Appendix Section (10-page limit 8-1/2 x 11 paper).
- **C.** In CDOT's continued environmental efforts in "Going Green," Proposers are encouraged to submit their Proposal using a 2-sided page format (printing on both sides of a page), rather than printing only on one side of a page.



- **D.** Submittals shall be evaluated in accordance with criteria as indicated in **Section 3.1** and ranked on the corresponding Scoring Form B-1 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 to avoid duplication.
- F. All references and contact information 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, statement regarding debarment, Surety Letters, and evidence of insurability. Resumes and references for team members should be limited up to the Tier I and Tier II Key Personnel. Statements regarding debarment, Surety Letters and evidence of insurability DO NOT count towards the appendix page limit.
- **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. <u>ORAL INTERVIEWS – STEP 2</u>

A. Short List

From the submittals received, CDOT shall identify a short list of the top three proposers using the scoring indicated on the enclosed **Scoring Form B-1** in **Appendix B.** 

B. Oral Interview

Mandatory oral interviews will be conducted for the shortlisted firms only. Interview times and location will be arranged by CDOT and all shortlisted firms will be notified in advance. Oral interviews will be evaluated on the enclosed **Scoring 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 at the oral Interviews by short list Proposers using **Scoring Form B-3** in **Appendix B**.

Only one copy of Form B-3 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 Selection Panel Interview Meetings. 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 Proposal will then be given a point score in accordance with **Section 3.3.** CMGC Management Price Percentage Proposals shall be submitted on the **Form B-3** provided in **Appendix B** without modification.

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 3.3**. Other indirect and non-reimbursable costs outlined in **Appendix C** 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 indirects as defined in **Appendix C.** Summaries must include the line items detailed in **Appendix C**.

## 2.11. <u>CMGC Management Price Percentage Proposal Format:</u>

- **A.** Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence to include the following:
  - CMGC Management Price Percentage Proposal Form B-3 (one page Appendix B)
  - 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 page format (printing on both sides of a page), rather than printing only on one side of a page.
- **C.** CMGC Management Price Percentage Proposal Form B-3 in Appendix B must be filled out in its entirety.
- **D.** All content, as required in **Section 3.3**, must be integrated into a narrative and into sheets as instructed. These items can be found on the Construction General Conditions in **Appendix C**.
- E. Any submitted CMGC Management Price Percentage Proposal lower than 7% will be rejected.



# SECTION 3 – PROPOSAL CONTENT AND EVALUATION CRITERIA

# 3.1. EVALUATION CRITERIA FOR PROPOSALS (50 Points Possible)

## **Proposal Evaluation Criteria**

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

I. <u>Proposal Section</u>

## A. Composition and Commitment of the Key Personnel (9 Points)

- Provide a description of the composition of your Project Key Personnel. If your team is a Joint Venture or association, indicate specific responsibilities of each member and firm of the team.
- Provide, identify and discuss the qualifications of the Key Personnel. Include the following for each member of the proposer's team:
  - Provide job descriptions, responsibilities, and authority for each team member;
  - Provide a list of the concurrent projects, responsibilities, and commitments during the duration of the Project;
  - Current home office location;
  - Qualifications and past construction experience relevant to this Project, in addition to length of time performing those job duties;
  - Unique knowledge of team members related to the project;
  - Length of time with the firm for each key team member and in length of time for overall experience pertinent to the scope;
  - Experience on similar projects as a team; and
  - 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**.
- TIER 1: One staff member should include the Project Manager role as a Key Person for the Project, and should have the following Tier I skills, experience and knowledge:
  - o Project Manager
    - This person serves as overall PM for the CM services and, if awarded the GC contract, GC 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 project and is not permitted to fulfill any Tier II responsibilities;
    - This person should have a minimum of 10 years of experience managing projects and a history of performing preconstruction input, and analysis; and



- Anticipated time commitment: 40-50% throughout preconstruction and 100% throughout construction.
- TIER II: Three (3) to Five (5) staff members should comprise Key Personnel for the Project, and should have the following Tier II skills, experience and knowledge:
  - All Key Personnel are expected to be in attendance at relevant Project meetings. Key personnel are expected to have a reasonable level of decision-making authority on behalf of the Contractor:
  - Project Controls
    - This person, or persons, will be responsible for managing cost estimates, the Project schedule, Project risk, and Project quality.
    - This person 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 40-50% during preconstruction, and 50-75% during construction.
  - o Constructability Expertise
    - This person, or persons, is responsible for providing construction expertise and innovation during preconstruction services.
    - This person 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 20-40% during preconstruction, and 50-75% during construction.
  - o Cost Estimation
    - This person, or persons, is responsible for providing ROM cost estimates and OPCCs during preconstruction services.
    - This person should have a minimum of five years of industry experience.
    - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 20-40% during preconstruction, and 25% during construction.
  - o Accelerated Bridge Construction Expertise
    - This person, or persons, is responsible for providing collaboration with the design team and stakeholders during preconstruction and construction services and providing construction observation quality assurance during the construction services.
    - This person should have a minimum of 10 years of Accelerated Bridge Construction experience, including design and construction experience.
    - Anticipated time commitment: Dependent on the number, size, and



complexity of construction packages, this person may be committed 20-40% during preconstruction, and 65-95% during construction of accelerated structural elements.

- o Shoring Systems Expertise
  - This person, or persons, is responsible for proving collaboration with the design team and stakeholders during preconstruction and construction services and providing construction observation quality assurance during the construction services.
  - This person should have a minimum of 10 years of shoring systems (temporary structural elements) experience, including design and construction experience.
  - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 20-40% during preconstruction, and 65-95% during construction of temporary structural elements as needed for construction phasing.
- o Construction Management
  - 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: 20-40% during preconstruction, and 100% during construction.
- TIER III: Technical Experts will make-up Tier III of the organization structure. Technical Experts are expected to attend relevant Project meetings. Tier III staff should provide the following skillsets, knowledge, and experience:
  - o Environmental,
  - o Bridge Structures (including Culverts),
  - o Wall Structures,
  - o Structural Foundations,
  - o Geotechnical Expertise,
  - o Shoring Systems,
  - o Landslide Mitigation,
  - o Material Expertise,
  - o Traffic Phasing,
  - o Utilities,
  - o Survey,
  - Public Information,



- o Safety,
- o Civil Rights (Equal Employment Opportunity),
- o Roadway, and
- o 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. Proposers shall identify a lead person for each skillset.
- Provide a separate graphic showing organizational structure chart, complete with working titles for the team during the preconstruction phase. Provide an explanation of any variation to the anticipated Key Personnel time commitments stated above.
- Identify and explain the need for any additional Key Personnel necessary to the success of the Project.

## **B.** Safety Record and Performance (5 Points)

- Provide a narrative of the Proposers largest foreseen safety risk for this project and describe the safety programs, processes, and initiatives that the Proposer currently has in place to could help mitigate/eliminate the safety risk.
- Provide the following information for each entity involved, covering the last 4 years (2015-2018).
  - Experience Modification Rates ("EMR")
  - o OSHA Reportable Incident Statistics

#### C. Contractor Capability (8 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; Page | 33



- o Reference(s) for Owner and Design Consultants; and
- 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.

#### D. Strategic Project Approach (9 Points)

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

- Preconstruction Services: In an attempt to describe 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 providing successful CM services based on prior experience and how it applies to maximizing CDOT's Project goals.
  - Discuss your approach to reviewing design; providing real-time constructability feedback; ongoing innovation, resources, packaging, traffic phasing, critical path, 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 the phasing of work elements in order to optimize the schedule and potentially incorporate additional scope with limited rework to maximize available funding on the project.
- 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 can selfperform, including qualifications to do such.
  - Explain how the Proposer will be flexible and adaptable in allowing for single or multiple construction packages and CAPs.
  - Describe your approach for a subcontractor selection plan that describes your business process for the below-mentioned items.
    - Discuss how you will ensure your sub-contractors are capable and will provide work that is within schedule, high quality workmanship, and adheres to your safety standards.
    - 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 what mechanisms you will use to solicit reliable bids from 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.

## **E.** Project Innovations (9 Points)

In conjunction with your team's Project Approach, your team may have some innovative ideas that may or may not meet the requirements of the RFP that could increase the likelihood for Project success. The Selection Team will consider how well your innovative ideas help balance the Project goals. Any innovations proposed need to be practical and implementable.

- Provide two innovative ideas and discuss both ideas as follows:
  - Describe the innovation, how it will be implemented and how it will aid in meeting the Project goals (42.5 Points).
  - Describe impacts of the innovation(s) on time, cost, quality, and safety (42.5 Points).
- All innovative ideas presented by the Proposer will be considered proprietary in accordance with Section 2.1.E of this RFP.

## F. Approach to Risk, Schedule, and Cost (10 Points)

• Discuss Risk, Schedule, and Cost and how they are elements critical to the success of CMGC projects and processes. As each Opinion of Possible Construction Cost (OPCC) or Construction Agreed Price (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. Describe how you see your company making this successful.

The following salient features of work will be major factors in the success of the project.

A. Structural Construction

Existing structure F-13-S\_Minor will require replacement and is located under Interstate 70 at mile post 211. Conceptual alternatives with estimated quantities and schedule have been completed by a consultant contracted by CDOT under a Feasibility Study. Structural work includes: Accelerated Bridge Construction for the structure replacement, a permanent median wall (initially used for phasing), and temporary shoring systems as needed for construction phasing. This section of I-70 will require construction to maintain two lanes of traffic in each direction throughout construction. Phasing of this work will be critical to project success.

For each salient feature described above, include discussion on the following:

- o Cost Model Approach
  - Demonstrate how your cost model would be developed, the basis of assumptions, and how it communicates information necessary for decision making.
  - Provide a description of your approach discussing the following, at Page | 35



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 estimating indirect/overhead costs.
- Provide a description of your approach to developing and reconciling quantities.
- o Schedule Approach
  - Discuss what design aspects you would recommend to the designers that would reduce schedule or add benefit to the Project.
  - Discuss what construction elements or features your team will use to reduce schedule or provide added benefit to the Project.
  - Discuss factors that would affect schedule such as outside constraints, seasonal work, materials, equipment and labor availability, etc.
- o Risk Approach
  - 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.
  - Provide a sample risk assessment and quantitative risk register identifying three to five major risks. Be sure to include:
    - Risk magnitude, mitigations and their associated cost and schedule impacts.
    - Assignment of risk responsibility an approach to shared and owner risk pools.
    - Analysis of the risk and its respective impacts to cost, quality, and schedule.



# 3.2. EVALUATION CRITERIA FOR ORAL INTERVIEWS (40 Points Possible)

An oral interview will be a mandatory part of the selection process after the Selection Panel for the short list of Proposers.

The structure of the oral interview will be as follows:

- A. <u>Short Presentation (10 Points):</u> 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? 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.** <u>Team Challenge (15 Points):</u> 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:
  - Challenge Understanding
  - Recognition of Key Points and Ideas
  - Team Collaboration
  - Communication Skills
  - Understanding of CMGC Delivery Method, Context Sensitive Solutions, and Environmental Commitments
  - Understanding of Project Goals
- C. <u>Ouestion and Answer Session with the Selection Panel (15 Points):</u> 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:
  - Project Understanding
  - Project Approach
  - Project Innovation
  - Communication Skills
  - Understanding of CMGC Delivery Method
  - Team Approach with Designer



# 3.3.

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

# A. <u>CMGC Management Price Percentage – 10 Points</u>

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 10%.

FIRM A:	<u>10%</u>	X 10 points = 10 points
	10%	
FIRM B:	<u>10%</u>	X 10 points = 7.69 points
	13%	
FIRM C:	<u>10%</u>	X 10 points = $6.25$ points

16%

The resulting score will be added to the individual Proposer's Scoring Form B-3: CMGC Management Price Percentage Proposal Form C-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: PRECONSTRUCTION			
INITIAL PROJECT SCOPING MEETING (WORKSHOP)			
A. CMGC AND PARTNERING INTRO SESSION	2	2	1
B. PROJECT SITE VISIT AND INSPECTION	1	2	2
C. PROJECT STATUS, GOALS, ELEMENTS, OBJECTIVES, DESIGN SCHEDULE REVIEW	С	С	С
D. IDENTIFY PROJECT RISKS AND DEVELOP INITIAL RISK MANAGEMENT PLAN AND RISK REGISTER	С	С	С
E. REVIEW APPLICABLE ENVIRONMENTAL DOCUMENTS (ROD, FONSI, ETC.)	1	1	1
F. INDEPENDENT DESIGN AND AS-BUILT REVIEW	1		
G. DEVELOP PROJECT SCHEDULE AND TASKS	1	2	1
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	1	1	2
L. QUESTION AND ANSWER SESSION	2	2	1
PROGRESS MEETINGS			
A. CDOT/PM, C/PM, CMGC/PM	С	С	С
B. PROJECT MEETING MINUTES	2	1	2

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:

- 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:
  - Team Members
    - CDOT Specialty Units
    - Other

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.

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRECONSTRUCTION			
1. PROJECT DEVELOPMENT PROCESS			
Project Management	2	2	1
The CDOT/PM will coordinate all the work tasks being accomplished by schedule. The C/PM and CMGC/PM shall coordinate all the work tasks be 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 t This does not dismiss the responsibility of all team members to communic Team when required.			
Weekly Update Newsletter	N/A	N/A	N/A
The CDOT/PM will publish a weekly update newsletter to document the team meetings, action items, and pertinent information for the FHWA, CD			
Maintain Updated Contact List	2	1	2
Establish and maintain a computerized list of all appropriate interested pa notices regarding public meetings, mailings, newsletters, or other commun			will be used for
2. MEETINGS			
Graphics support and presentations		1	2
Each project team member is responsible for the graphics, documents, reposed of work item. Presentation of these documents and their reviews with been adjourned.			
Provide Local Office			1
The CDOT/PM will obtain and maintain an office within the project area displays/information to the public. This office may have work spaces for p capacity for the entire team to attend. Additional offices or meeting space	project team members,	meeting rooms with gra	aphics support and
PM Updates on Progress	С	С	С
The CDOT/PM, CMGC/PM, and the C/PM will all update the team membrallenges, and the feedback/comments they need.	bers at the scheduled m	eetings as to their prog	ress on deliverables,
Project Discussion	С	С	С
The team members need to come prepared to discuss any and all reservation dialogue is the key to the success of project delivery.	ons, ideas, and challen	ges to the project. Oper	and honest

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRECONSTRUCTION			
2. PRELIMINARY DESIGN			
Preliminary Roadway, Geometric, Structural, Environmental, SWMP, etc. Design		1	
CDOT/PM will coordinate all design activities with required CDOT specentities. Design Consultant is responsible for the civil and structural dreview.			
Environmental - gathering data, analysis, and mitigation development		1	1
Environmental clearances			1
• ROW, specialty, and local clearances		2	1
Hazardous material investigation		2	1
CDOT processes (forms, clearances)			1
Utility coordination	2	1	2
• Conduct field survey of project area.		1	
• Field and project research	С	С	С
• Field survey and existing feature development		1	
Construction requirements	2	1	2
• Innovation development, proposal, and tracking	1	2	2
• Check and field verify all applicable as-builtplans	1	1	
Provide construction plans, specifications, and estimates	2	1	
Plot/develop all required information on the plans in accordance with a standards for civil, electrical, ITS, and structural design.	ll applicable CDOT polic	ies and procedures and	l all industry
• Develop construction cost model for EngineerEstimator and ICE	1		2
Develop and calculate quantities	2	1	
Risk Register development	1	2	2
Initiate and Track DBE/ESB and SubcontractorPlan	1		
Constructability reviews and reports	1	2	2

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRECONSTRUCTION			
Construction Phasing Plan	1	2	2
Cost savings reviews	1	2	2
Preliminary construction schedule	1	2	2
<ul> <li>Long lead time CAP submissions and proposals</li> </ul>	1		
Long lead time negotiations	1		2
Long lead time item procurement	1		2
• Opinion of probable construction cost Estimate #2	1	2	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, ifapplicable.		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 two weeks 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	2
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.	С	С	С
Provide post-FIR revisions and memo.		1	
Provide list of all deviations from the standard design criteria and written justification for each.		1	2
Update DBE/ESB and Subcontractor Plan.	1		
Update Risk Register and Cost Model.	1	2	2

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRECONSTRUCTION			
Final Roadway, Geometric, Structural, Environmental, SWMP, etc. Design			
CDOT/PM will coordinate all design activities with required CDOT special entities. Design Consultant is responsible for the civil and structural desireview.	alty units, the Contracto sign, plans, specificatio	r, the Design Consultan ns, and estimate packa	at, and other outside ages at each formal
• 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		1	1
Final utility coordination		1	1
Develop and calculate final quantities	2	1	
CDOT processes (forms, clearances)		2	1
• Update Risk Register, formal risk assessment meeting	1	2	2
Constructability reviews and reports	1	2	2
Construction Phasing Plan	1	2	2
Final construction requirements		1	2
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		2
Opinion of Probable Construction Cost Estimate#2	1	2	2
• Provide 90% preconstruction milestone construction plans, specifications, and estimates		1	2
• Develop and calculate final quantities	2	1	

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRECONSTRUCTION			
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 two weeks prior to the 90% milestone.		1	
The 90% milestone plans will be reproduced electronicallyby 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	2	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.	С	С	С
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 Estimatorand ICE.	1	2	2
Update DBE/ESB and Subcontractor Plan.	1		
Update Risk Register.	1	2	2

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRECONSTRUCTION			
CAP Proposal and Negotiations	1		
Notify CDOT/PM at a point where CAP proposals can be sufficiently prepared.	1	2	
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 CAPproposals.			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 p right to prepare the bid package for advertisement.	repare CAP estimates. Af	ter the third opening, C	CDOT reserves the

# 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.
- 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.

Qualitativ	ve Assessment Guidelines
according t sub-factor	Ceam members will individually review and score each proposal category to the criteria set forth in the RFP. Team members will evaluate each category listed in this Evaluation Manual and assign those sub-factors a Qualitative tt 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
      - 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	50pts	(Scoring Form B-1)
Interview	40pts	(Scoring Form B-2)
CMGC Management Price Percentage Proposal	10pts	(Scoring Form B-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.

	SCORING FORM B-1: PROPOSA	L EVAL	UAI	<b>FION FOR</b>	Μ	
	CONSTRUCTION MANAGER/GENER	AL CON	ΓRA	<b>CTOR SE</b>	RVIC	ES
ne o	f Firm:					
me o	f Project:					
aluat	or No:					
te:						
P Re	ference: Meets Minimum Requirements YES	NO				
	inimum requirements (including letter from surety) have not			cify the rea	son(s)	
ne m			ърс	eny the rea	501(5)	•
1	Composition and Commitment of the Key Personnel:	Depints N	lovi	mum		
1	Composition and Commitment of the Key Tersonner.		<u>1471</u>		6	
	Composition of Toom / continu/Ourseiter	Rating		Weight		core
	Composition of Team/Location/Organization Qualifications and Experience	$\left  \right $	X	0.6	=	
	Job Descriptions and Responsibilities		X	0.8	=	
	Team Building and Collaboration		Х	0.0	-	
	Team Bunding and Conaboration			0.8		
2	Safety Record and Performance: 5 Points Maximum					
		Rating		Weight		Score
			х	0.6	=	
3	Contractor Capability: 10 Points Maximum					
5	Contractor Capability. 10 Folits Maximum	Rating		Weight		Score
	Prior Experience/Performance/References		х	0.8	=	
	Project Background and Success		x	0.8	=	
4	Strategic Project Approach: 8 Points Maximum					
		Rating		Weight		core
	Preconstruction Services Approach		х	0.8	=	
	Construction Services Approach		Х	0.8		
5	Project Innovations: 9 Points Maximum					
		Rating		Weight	·	Score
	How innovations will be implemented and aid in project		х	0.8	=	
	goals					
	Impacts to time, cost, quality and safety		Х	0.8		
6	Approach to Cost, Schedule, and Risk: 9 Points Maxim					~
	Cost Model Approach	Rating	v	Weight 0.8	=	Score
	Schedule Approach		X X	0.8	=	
	Risk Approach		л Х	0.8	_	

#### 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:	
Oral Interview Section: 40 Points Maximum	
<b>Oral Interview Scoring Criteria</b> Presentation Session Team Challenge	RatingWeightScore $x$ $3$ = $x$ $3$ =
Questions and Answer Session	3 =
TOTAL SCORE: (40 Points Maximum):	
Team Project Challenge:	
Questions Asked:	
1.	
2.	
3.	
4.	
5.	
6.	

COLORADO DEPARTMENT OF TRANSPORTATION SCORING FORM B-3: CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORM CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES		
Project Title		
o No		
	<u>iximum</u>	
the CMGC Management Price Per ntage.	centage see Section 3.4. This t	orm
e (10 Point Maximum)	Contractor Required Input Above	%
10 =		
by the Selection Panel. See Sectio	n 3.4 for instructions.	
Date	Title	
Date	Title	
	ANAGEMENT PRICE PERCEN NAGER/GENERAL CONTRAC Project Title No Project Title Re Proposal Section: 10 Points Ma the CMGC Management Price Per ntage. (10 Point Maximum) (() 10 =) by the Selection Panel. See Section Date Date	ANAGEMENT PRICE PERCENTAGE PROPOSAL FORM NAGER/GENERAL CONTRACTOR SERVICES

# APPENDIX C: CONSTRUCTION GENERAL CONDITIONS

	Costs NOT TO BE included in CMGC Management Price Percentage	Costs TO BE included in CMGC 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 CMGC 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 CMGC 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 QualityControl	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.	
E19	All costs of capital and interest; licenses and taxes required by law.	
E.20	Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies	

# APPENDIX D: CDOT PUBLIC INFORMATION SPECIFICATIONS

#### 1 REVISION OF SECTION 626 PUBLIC INFORMATION SERVICES (TIER III)

Section 626 of the Standard Specifications is hereby revised for this project to include the following:

# DESCRIPTION

This work consists of providing regular and continuous public information services throughout the duration of the project. Final approval of approach and collateral will be given by the Engineer with review by Regional Communications Manager. Anticipated communications issues on this project include but are not limited to:

- (1) Project fact sheet
- (2) I-70 is a critical corridor that provides access between the Front Range and Colorado's western slope and mountain recreational areas. Outreach will be needed with the traveling public affected by the work.
- (3) Regular communication with State projects in the area.
- (4) Frequent communication with Summit County, Clear Creek County, Eagle County, and the Front Range, and any other major stakeholders in the area.
- (5) Determine whether the project is in a Limited English Proficiency (LEP) impacted area (i.e., the community to which the project flyers shall be distributed has greater than 5 percent LEP persons).

#### **CONSTRUCTION REQUIREMENTS**

- (a) Public Information Manager (PIM). The Contractor shall provide a full-time Public Information Manager (PIM) who shall be in responsible charge of all activities associated with public information services for this project The PIM shall be on the list of key project staff submitted prior to the Preconstruction Conference. The Engineer will obtain the Regional Communications Manager's review of the PIM'S qualifications prior to approving or disapproving the PIM. The PIM shall have professional experience in Public/Media Relations, Marketing or other related field and good verbal and written communications skills. Administrative/business office experience is not considered experience in a related field. The PIM may be a qualified sub-consultant or a member of the Contractor's personnel, provided they have limited project duties outside those duties relating to Public Information Services. The Engineer will coordinate all aspects of the PIM's work, including all required submittals, with the Regional Communications Manager (RCM).
- (b) Activities of the PIM. Throughout the duration of the project, the PIM shall be responsible for the following:
  - (1) On Call. The PIM shall be available or on call on every day there is work on the project and shall be available upon the Engineer's request at other than normal working hours.
  - (2) *Project Meetings.* The PIM shall be available, as requested by the Engineer, to participate in weekly project meetings held on-site. At the meetings, the PIM will discuss communications issues and shall develop strategies to provide timely details for upcoming media advisories/press releases, lane closure reports, website updates and information line recordings.
  - (3) *Public Information Plan.* The PIM shall submit a Public Information Plan (PIP) for approval by the Engineer. The PIP shall include project milestones and planned public information strategies; primary stakeholder communications list; identification of any public information issues, proposed outreach, and approach to crisis communications. The PIP shall be updated if necessary based on project milestones and progress.
  - (4) *Dialog Project Account and PIM Onboarding*. The PIM shall submit and complete an online project onboarding form with the CDOT Communications Office. The online form and checklist will be updated throughout the duration of the project. The online form will assist the PIM with required deliverables and

(5) communications tools for a successful project. These deliverables are: communication plans, stakeholder lists, website content, press releases, flyers, digital newsletters, hotline, Dialog or customer service inquiries, etc. The online onboarding form can be found at <u>https://form.jotform.com/71167524405150</u>

The Contractor or PIM shall use Dialog as part of the project communications and shall start the process by submitting "Request for Dialog Account" as part of the on-boarding for the Project. Dialog is a web-based communications support system provided by the Department. At this time, the Contractor or PIM shall provide all the project details that will appear on the Dialog Project Page. The Contractor or PIM will receive a login and password with which to access the Dialog Customer Service Program as well as the Lane Closures &Updates Program.

- (6) Public Information Line/Communications. The PIM shall establish a public information office equipped with a telephone, voicemail, computer and email address. The public information office may be located off-site or within the PIM's field office, provided that the telephone line is a local call line. The voicemail greeting for the project information line shall provide an updated message each week (even if the work is continuous), or each day if necessary, concerning the project's completion date and forthcoming activities on the project and allow the recording of a message from the caller. If unable to answer the public information line, the PIM shall check and respond to voicemail messages throughout each day that construction operations and lane closures are being carried out. The PIM shall track inquiries made by citizens and businesses, including names, addresses, phone numbers, and subsequent action taken during construction; these customer inquiries and follow-up action shall be entered into Dialog. The system will provide an automated report to the Engineer and Regional Communications Manager each week. All inquiries and complaints shall be followed up with a return phone call or email from either the PIM and, when necessary, the Engineer or Regional Communications Manager.
- (7) *Photos/Video*. The PIM shall take photos/videos with a description of the project work on regular intervals and submit them to the Engineer and Regional Communications Manager. A cell phone camera is permitted. Photographs/videos may include traffic control, paving, slope repair, erosion control, bridge deck and rail work, and other key areas of work as identified by the Contractor, Engineer or Regional Communications Manager for use in reports to interested agencies, social media, and flyers. A minimum of two digital photographs/videos with a description, including the date and activity depicted, shall be submitted each month to the Engineer and the Regional Communications Manager
- (8) *Media Relations*. At least one week prior to the project start date, the PIM shall prepare a media release summarizing the project scope, construction phasing, potential traffic and construction, duration of project and summary of project benefits The PIM shall develop additional media releases and traffic advisories based on major construction milestones such as major traffic shifts, key closures, and on other occasions as requested by CDOT. The media releases and traffic advisories shall be prepared using the CDOT template provided by the Department and shall include detour maps or other visual aids, etc. The media releases and traffic advisories shall be submitted for approval in accordance with Table 626-2. CDOT will distribute media releases, traffic advisories and other information.

The PIM or Contractor shall immediately notify the Engineer of any on-site situations involving the media. Should media call, the PIM will provide only the Regional Communications Manager's contact information. CDOT will address all media inquiries and media requests.

- (9) Weekly Lane Closures. The PIM shall assign a Lane Closure & Updates "Preparer" and a "Backup Preparer" who will be responsible for entering Lane Closures & Work Updates into the Dialog Program each week. The PIM, or the assigned Preparer, shall enter Weekly Lane Closures & Updates into the project through the Dialog Project Lane Closures & Updates Page each Thursday by 3:00 pm for the following week's activities (Sunday through Saturday). Lane closures will be reviewed and approved by the Project Engineer and submitted by the Dialog Project Administrator each Friday for inclusion in www.COTrip.org and a media report. The PIM shall verify that the lane closure report is reflected accurately on www.COTrip.org by noon on the following Monday. If corrections are necessary, the PIM shall coordinate those corrections to www.COTrip.org with the Dialog Project Administrator.
- (10) Real-Time Lane Closures Changes. Following approval by the Project Engineer, the PIM, or the assigned Preparer, shall notify the Dialog Project Administrator a minimum of 24 hours in advance if a change is made to a previously submitted or approved Lane Closure (e.g., weather changes require shifting a closure to another day, the Contractor takes advantage of good weather and add ins additional work.) The Dialog Project Administrator will "unlock" the record so that the change can be made and re-submitted for approval.
- (11) Web Page Updates. The PIM shall work with CDOT to develop internet web page content specifically for this project and provide consistent updates with the latest project information. The PIM doesn't need web development experience as the PIM will simply supply information for the CDOT web page template. Updates shall contain all appropriate links to and from other sites if applicable, e.g., local city, county, bus service, etc. The PIM will ensure the web page is updated at least weekly with pertinent schedule information, new photos, contact information, etc.
- (12) Project Fliers. At least 10 working days prior to the start of work, the PIM shall prepare and deliver one flier to each property owner potentially impacted by the highway work zone such as properties with direct access to the highway, nearby businesses, schools, homes, churches and others who rely on regular traffic access in the construction zone. The flier shall be developed using the CDOT template. An email containing the flier shall also be sent to all those known to use the project limits having significant or daily use of the roadway contained within the project corridor. Examples of these are bus services, community centers, and schools. Additional fliers may be required, as directed by the Engineer, and may be delivered via <u>http://uspseverydoordirectmail.com</u>, the use of a mailing list from county GIS mapping, or other approved method. Fliers shall also be posted on social media.

The flier shall provide the anticipated project start and end dates, location and description of work, traffic impacts and hours/days of operation, the PIM's project information line, email address, web address, project map (if necessary), a photo of the project area (if necessary), and a construction safety message as defined by the Department. The flier may also contain the Contractor's logo, if desired. Fliers shall be submitted for approval in accordance with Table 626-2. Final approval will be provided by the Engineer. The PIM shall contact the Regional Communications Manager for a flier template which will include CDOT's logo, project logo, or both.

(13) Language Assistance for LEP Persons. CDOT is required to provide access to Limited English Proficient (LEP) persons. LEP persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak or understand English. Examples of language assistance include, but are not limited to, translation of meeting notices and interpretation services at meetings. At a minimum, the PIM shall work with CDOT to provide interpretation services upon request by an LEP person. Additionally, if the community to which the project flyers shall be distributed has greater than 5 percent LEP persons, the flyers shall be translated. The PIM shall document all measures taken to communicate with LEP persons and record all requests for language assistance.

(c) *Construction Signing*. In accordance with Section 630, a minimum of one week prior to start of work, the Contractor shall erect signs at both ends of the project limits, with the estimated dates when the project will commence and end. The signs shall include the Contractor's name and public information contact number.

(d) *Response Protocol to CDOT and the Public*. The PIM shall conform to Table 626-1 in responding to correspondence from stakeholders and the public: **Table 626-1** 

TYPE OF COMMUNICATION	TIMING OF RESPONSE
Hotline Calls	Check messages throughout day Respond same day (initial call) or within 24 hours (including weekends if work is occurring)
Email	Same day (within two business days for high volume situations)
Call from CDOT Staff	As soon as possible
Webpage Inquiries	Same day (within two business days for high volume situations)
Public Meeting Inquires	Within one week of the meeting

# **RESPONSE PROTOCOL**

(e) *Deliverables Protocol to CDOT*. The PIM shall conform to Table 626-2 in submitting the following for Department review and approval prior to dissemination:

Table 626-2	
DELIVERABLES AND SUBMITTAL TIME TO CDOT ENGINEER	

DELIVERABLE	WHEN TO BE SUBMITTED
PIM Name and Credentials	7 Working Days following Notice to Proceed
PIM Contact Information	At Pre-Construction Meeting
Emergency Response Telephone Tree (when required in the Contract)	Before works starts
Local Telephone Hotline	Before works starts
Stakeholder Distribution List	At Pre-Construction Meeting
Lane Closure Reports Real-Time Lane Closures or Changes	Weekly, on Thursday by noon A minimum of 24 hours in advance if a change In real-time if in the field change
Traffic Advisories/Media Releases	48 hours prior to scheduled distribution date
Fliers, posters or other public material	5 Working Days prior to the scheduled distribution date In cases of rapid response, 48 hours prior to distribution
Photos/Video	Twice a month or as requested.

(f) *Deliverable protocols to the public*. The PIM shall conform to Table 626-3 in providing the following information to the public:

Deliverable	When to be published
Full road closures of impactful duration (e.g. weekend closure of interstate) Detours and major traffic impacts lasting seven days or longer	14 days prior to the beginning of activity in any area of the Project.
Major project activities (such as major lane shifts, bridge demolitions, etc.) lasting seven days or less	7 days prior to the beginning of the activity
Other remaining types of construction Activities in any area of the Project including:     Night Work     Utilities     Change of business/residential access	7 days prior to the beginning of activity in any area of the Project or as determined jointly by teams
Other construction updates (e.g., cancellation of planned closures, additional lane closures, closure removals, major traffic shifts, etc.) that directly impact the public.	As soon as known with at least 24 hours' notice

# Table 626-3DELIVERABLES AND SUBMITTAL TIME TO THE PUBLIC

(g) Public Information Contact Sheet. A Public Information Contact Sheet shall be completed by the PIM with the names of contact as appropriate to the project:

# Public Information Services Contact Sheet

**Owners:** 

Colorado Department of Transportation, Maintenance Superintendent/Resident Engineer

- Name: Grant Anderson
- Address: 1198 S. Adams Ave, Silverthorne, CO 80498

Phone/s: 303-512-5601

Email: grant.anderson@state.co.us

Colorado Department of Transportation Regional Communications Manager

Name: Bob Wilson Address: 2829 W Howard PI, Denver, CO 80204 Phone/s: 303-757-9431 Email: bob.j.wilson@state.co.us

Colorado Department of Transportation Web Site Administrator

Elizabeth Larter Phone: (303) 757-9433

Email: <a href="mailto:elizabeth.larter@state.co.us">elizabeth.larter@state.co.us</a>

# Colorado Department of Transportation Dialog Administrator

Tina Littleton

Phone: (303) 512-4066

Email: tina.littleton@state.co.us

# Colorado Department of Transportation's Colorado Traffic Management Center (24-hours/day)

425 –C Corporate Circle Golden, Colorado 80401 Phone: (303) 512 – 5830 or 800-353-6604 Fax: (303) 274 - 9394

(h) Stakeholder List. PIM shall submit a Stakeholder List as part of the Public Information Plan. The PIM shall include name, phone, email, notes on communications needs for each category listed below and as necessary for the project and project impacts.

Colorado State Patrol

Name:	Colorado State Patrol Frisco – Post
Address:	201 Peak One Blvd
	P.O. Box 625
	Frisco, CO 80443
Phone:	(970) 668-6840

#### St. Anthony Summit Medical Center

Address:	340 Peak One Drive
	Frisco, CO 80443
Phone:	(970) 668-3300

# **County**

Summit County Sheriff's Department

Phone: (970) 453-2232

# Summit County Road and Bridge Department

Name:	Tom Gosiorowski
Phone:	(970) 668-4231

# Summit County Engineering

Phone: (970) 668-4212

# Key Stakeholders

# White River National Forest, Dillon Ranger District

Address: 680 Blue River Parkway – P.O. Box 620 Silverthorne, CO 80498 Phone: (970) 468-5400

# Colorado Motor Carriers Association

Address:	4060 Elati Street
	Denver, CO 80216

Phone: (303) 433-3375

# Key Stakeholders (as appropriate)

Schools/School District Businesses Visitor Centers/Tourist Destinations Special Districts (Business Improvement, Parks, Maintenance, Water, etc.) Utility Owners Commercial Vehicle Operators Others

#### METHOD OF MEASUREMENT

The Engineer will monitor the PIM and all public information services. When the PIM provides acceptable public information services in accordance with these specifications, partial payments for the pay item Public Information Services will be made as the work progresses. Failure to provide acceptable public information services will result in withholding of payment for this item. These partial payments will be made as follows:

Partial payments for public information services will be made once each month as work progresses. The monthly partial payments will be determined by pro-rating the lump sum bid amount by the number of months in the actual construction schedule.

# **BASIS OF PAYMENT**

Payment will be made under:

Pay Item

Public Information Services (Tier III)

Payment for Public Information Services will be full compensation for all work, materials and equipment to provide public information throughout the project in accordance with this specification.

Lump Sum

Construction Signs will be measured and paid for in accordance with Section 630.

Pay Unit