

# **Final Request for Proposals (RFP)**

## **Addendum 01**

### **Construction Manager (CM) Services for the Preconstruction Phase of the Project**

**US 6D Str F-06-A Elk Creek  
Mile Point (MP) 105 to 107**



**PROJECT NUMBERS: FBR 0063-066**  
**PROJECT LOCATION: US 6 in New Castle, Colorado**  
**PROJECT CODE: 24493**

February 27, 2023

Colorado Department of Transportation



280 Centennial Street Unit A101  
Glenwood Springs, CO 81601

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## **1.1. CM SERVICES SCOPE OF WORK**

CDOT is soliciting Construction Manager services for the US 6D STR F-06-A Elk Creek Bridge Replacement project in New Castle, Colorado. The Successful Proposer (also referred to as “Construction Manager (CM)”), will provide CM services for the pre-construction phase and will have the opportunity to negotiate a CM/GC Construction Project Contract as a General Contractor (GC) with CDOT to fulfill the Project’s construction phase. The CM/GC Construction Project Contract award to the CM is not guaranteed but is contingent on a successful Construction Agreed Price (CAP) negotiation with CDOT.

The Project Scope Elements are described in **Section 1.3.B** of this RFP. The Project Scope Elements may be modified based on available funding, packaging, CM input, Stakeholder input, and final design refinements. The funding for the full Project has not been fully identified at the time of this RFP. This requires CDOT to take a holistic approach to identify proactive measures to deliver as much of the Project Scope Elements with available funding, while maintaining synchronicity with future funding allotments. To achieve this goal, CDOT has continued to refine the scope and has developed strategies to maximize and commit available funding as soon as possible.

**Statewide Bridge and Tunnel Enterprise (BTE) will be incrementally budgeting the preconstruction and construction phases throughout project development.**

The scope of work reflects an approach based on the Project Goals and known risks. A primary benefit of CM/GC is the ability to contractually allocate risks to the party best able to manage the risk. Risk assessment will be a continual process throughout the pre-construction and construction stage with risk sharing between public and private parties that holds both accountable for performance and expenditure of public resources. The Successful Proposer will deliver a proposal demonstrating their ability to analyze the Project Goals, evaluate work elements, identify/mitigate risks, articulate a clear plan for delivering the Project on time and on budget, and maximize accountability for public resources throughout the process. The Successful Proposer will also consider new approaches or modifying the Project work elements, the Project sequencing, and/or the Project packaging.

The CM will partner with an integrated design team (“Design Team”) which will consist of CDOT, the Design Consultant, and the Independent Cost Estimator (“ICE”). The CM, at a minimum, will provide input on schedule, phasing, constructability, quality assurance of the design, and project cost estimating throughout the preconstruction phase of the Project as well as general support services to ensure complete and efficient scoping of the different Project Elements. The CM will also offer innovative ideas and risk mitigation measures throughout the design phase to proactively assist the Design Team. The CM shall provide opportunities and methods to reduce the construction duration and project costs while minimizing impacts to the traveling public.

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

### **A. Design Review:**

- Thorough review of all plans, specifications, reports, diagrams, shop drawings, as-built plans, site conditions, and other necessary Project documentation to provide design validation from a construction expertise perspective.
- Calculate construction package quantities for verification purposes independent of the Design Consultant and in coordination with the ICE.
- Provide constructability input on all facets of the Project including, but not limited to:
  - US 6 bridge construction methods and elements



- Structural foundations and walls
- Pedestrian bridge construction methods and elements
- Geotechnical methods and elements
- Utility relocations
- Roadway and safety improvements
- Reducing impacts to the traveling public
- Staging
- Provide written comments and redlines of the Project plans and specification packages at Project milestones. Comments should be related to constructability, traffic phasing, clarifications, design errors or omissions, effect on schedule, effect on cost, risk identification, or recommendations on efficiency.
- Coordinate with the Design Team to make determinations whether multiple independent and severable CAP packages are:
  - Efficient
  - Adding value to the Project
  - In alignment with the Project Goals
  - Adding the potential to accelerate the start of construction
  - Bringing the overall Project measurably under the Construction Budget
- Coordinate with the Design Team to make determinations whether early procurement packages for materials (long lead-time procurement “LLTP”) are:
  - Viable and cost effective,
  - Reducing the overall construction schedule
  - Providing an overall benefit to the Project

Procurement of these materials may be done by the CM through a separate early work CM/GC Construction Project Contract with CDOT ahead of construction but not prior to completion of the National Environmental Policy Act (“NEPA”) process resulting in a signed decision document.
- Actively participate in discussions to review design options for constructability, pricing, innovation, value, risk mitigation, and quality.
- Provide additional milestone reviews depending on package complexity.
- Provide timely feedback from design reviews to assist in decision making.

**B. Cost Estimating:**

Ongoing Tasks

- The CM shall provide rough order of magnitude (“ROM”) cost estimates and schedule impacts as design concepts/alternatives are being developed and evaluated to help inform decisions. This may include:
  - Evaluating construction means and methods that may influence design solutions while



considering cost and schedule impacts.

- Evaluating industry standard operating and maintenance costs to determine life-cycle costs.

#### Tasks at Milestones

- Provide initial ROM construction estimate and associated schedule for the full Project within one month of CDOT’s issuance of the pre-construction CM phase Notice to Proceed (NTP).
- In coordination with CDOT, set the expectations and develop the format of the Cost Model for construction packages through a series of Cost Model meetings. See **Section 1.21** of this RFP for additional information regarding the Cost Model.
- Provide construction cost estimates at milestones that shall include the following:
  - Item identification compatible with CDOT cost estimates, standards, and specifications.
  - Opinion of Probable Construction Costs (“OPCCs”) at 30%, 60% and 90% milestones for each construction package. Analysis should include availability of labor, equipment, and materials. Additional OPCCs may be required at the request of CDOT if: package complexity indicates an added benefit, analysis of proposed alternatives is necessary, analysis of means and methods is necessary, or work is added to the Project.

Additional OPCCs may be required before determining the CAP proposal if CDOT agrees on their necessity. To facilitate comparisons with ICE estimates, both Contractor and subcontractor cost estimates will be included in an open book review.

#### CAP Proposals

The CM shall submit a CAP proposal when both the CM and CDOT agree the design has progressed to the appropriate level, typically at 90%.

- Quantity and schedule reconciliation will be required between the CM, Design Consultant, ICE, and CDOT. This may include verification of assumptions and means and methods.
- CDOT will request that the CM submit a CAP proposal on early construction packages or for the procurement of long-lead items.
- During CAP proposal reviews, the CM shall provide CDOT all production rates, material assumptions, indirect costs, and any other information as requested by CDOT to aid in reaching an agreement on a CAP proposal.
- If a CAP proposal is successfully negotiated and accepted, the CM shall submit those CAP proposals as an Electronic Bid Submittal (“EBS”).

#### **C. Project Schedule:**

- CDOT’s design goals for this project are to complete design by October 2024; begin construction in spring of 2025; and complete construction by fall 2025.
- Impacts to the traveling public must be minimized. This is a high priority consideration when determining allowable daily work schedules. Both the CM and GC must work and communicate with Project stakeholders and citizens before and during construction. Seasonal, weekly, and daily traffic patterns must be considered when planning and scheduling work.
- Notable Project schedule constraints to be considered:



- Structure removal and replacement techniques
  - Determine if an Accelerated Bridge Constriction (ABC) technique or a different construction technique, i.e. phased construction, will be the most appropriate for this project.
- Right of Way (ROW) Impacts
  - The Right of Way (ROW) for US 6 at the existing structure is very constrained and must be carefully considered when exploring construction methods. Temporary Easements are anticipated.
- Utility Coordination
  - Utility coordination will be challenging for this project as there are several utilities mounted to the structure itself that must be relocated and overhead powerlines that will make crane operations difficult without temporary or permanent relocation.
- Flood Plain Coordination
  - The project spans Elk Creek which is a managed flood plain that will require coordination with the United States Army Corp of Engineers and Federal Emergency Management Agency during both design and construction.
- Environmental Requirements
  - All Environmental coordination and clearances shall be required.
  - Tree removal will be required.
  - Water quality of Elk Creek shall be maintained at all times.

#### **D. Risk:**

Risk is defined as an uncertain event or condition that, if it occurs, has a negative or positive effect on a project's goals and objectives. The CM/GC delivery method provides a forum to communicate and discuss risk in the design phase and to collaboratively address and reduce risk with the Owner, the CM, and the Design Consultant. A primary benefit of CM/GC delivery is the ability to contractually allocate risks to the party best able to manage the risk. Risk assessment will be a continual process throughout the pre-construction and construction stage with risk sharing between public and private parties that holds both accountable for performance and expenditure of public resources.

Risk management will be a topic at both the 1-day Kickoff meeting and an initial Risk Management and Assessment Workshop which shall be scheduled by the CM early in the pre-construction phase. Regular risk meetings, facilitated by the CM, will be held to monitor progress. Risk responsibilities include:

- Facilitating quantitative and qualitative risk management discussions to identify risks, quantify probabilities, quantify impacts, develop mitigation strategies, and assign risk responsibility.
- Setting risk meeting frequencies and preparing and updating the Project Risk Matrix throughout the Project lifecycle.
- Collaborating with the Project Team to develop a Risk Management Plan, performing risk



assessments, and preparing and updating the Risk Matrix.

#### **E. Innovation:**

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

#### **F. Meetings:**

The CM shall participate in the Project Kick-Off Workshop, Project Milestone Meetings, CAP negotiations, and any other meetings as required throughout preconstruction.

- There will be one (1) Kick-Off Workshop meeting that will emphasize the importance of partnering within the CM/GC delivery method by focusing on team building. The Kick-Off Workshop will emphasize the importance of partnering within the CM/GC delivery method by focusing on team building and partnering. This workshop is mandatory for all key team members including key subcontractors. This workshop will be facilitated by CDOT and will cover at a minimum the following items:
  - Introduction to the Project, CM/GC, partnering, Project stakeholder engagement, roles and responsibilities identification. Subcontractors performing major and high-risk work items should be in attendance.
  - Review of Project status, vision, goals, objectives, funding, preliminary pre-construction schedule, current design, etc.
  - Discussion of innovations, phasing, and risk mitigations proposed by the CM, Design Consultant, and ICE.
  - Cost Model review and coordinating with the ICE during OPCCs.
  - Cost Model components.
  - Project Schedule meetings in accordance with the schedule as defined in **Section 1.9** of this RFP.
  - Agree to progress meeting frequency and initiate working groups for various elements of the Project. Progress meetings may include project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.



- Strategy, timing, and approach for the Project Innovation and Value Engineering Workshop.
- The Project Innovation and Value Engineering Workshop will be co-facilitated by CDOT, the CM, and ICE. Attendance and duration will be determined at the Kick-Off Meeting. It is also anticipated that Project stakeholders' input will be incorporated into this workshop. The approach, agenda, format, and duration for the workshop will be developed in collaboration with CDOT, the CM, ICE, and the Design Consultant. The CM shall provide input into how to achieve the desired results for the Project. This workshop is anticipated to take one day, but could require several sessions, over an extended period. The purpose of this workshop is to evaluate the Preferred Alternative, consider any CM innovations or design refinements for the Project, incorporate value engineering principles to the Project, incorporate stakeholder input and get support for endorsement of any potential changes to the Preferred Alternative.
- The CM shall, unless otherwise directed, meet with CDOT at the CDOT R3 Program Central office located at 280 Centennial Street Unit A101, Glenwood Springs, CO 81601. Meetings are to be attended in person unless extenuating circumstances prohibit in person meetings. If prohibited, the meeting may be attended virtually.
- The following meetings shall be anticipated by the CM, but are not limited:
  - Kick-Off Workshop
  - Design Discipline Task Force Meetings (as agreed upon by Design Team and CM)
  - Project Innovation and Value Engineering Workshop
  - Field Inspection Review (FIR) for each construction scope package – 30%
  - Design Office Review (DOR) for each construction scope package – 60%
  - Final Office Review (FOR) for each construction scope package – 90%
  - Cost Model Review Meetings
  - Quantity Reconciliation Meetings
  - Risk Management Meetings
  - Innovation Meetings
  - OPCC Review Meetings
  - CAP Review Meetings
  - CAP Negotiations and Assumption Resolution Meetings (if applicable)
  - Other Project Meetings:
    - Bi-weekly Project updates with CDOT Project Management Team
    - Monthly Public Information Planning Meetings
    - Project Leadership Team (PLT) Meetings as Scheduled
    - Technical Team (TT) Meetings as Scheduled
    - Issue Task Force (ITF) Meetings as Scheduled
    - Emergency Response Meetings as Scheduled





- Preconstruction Public Meetings – 2 estimated
- The CM shall 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. The Project Vision Meetings are anticipated to be scheduled quarterly at a minimum to achieve the Project Goals.

#### **G. Deliverables:**

- The CM shall develop and produce the following reports and deliverables:
  - Accelerated Bridge Construction (ABC) Plan
  - Alternative Phased Bridge Construction Plan
  - Bridge Removal Plan
  - Subcontractor Selection Plan
  - Worker and Public Safety Plan
  - Risk Management Plan
  - Comments, input, and support that will be incorporated into the Value Engineering Report (the CM will not be creating the actual document)
  - Innovation Tracking and Performance Report
  - Procurement Review Report for each LLTP CAP (CM/GC Construction Project Contract) if required
  - Monthly invoices and project reports to support payment of preconstruction CM services

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

- If CAP proposals are accepted by CDOT; the GC shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction in accordance with applicable laws and regulations.
- The CDOT Design Team will develop the Stormwater Management Plan during pre-construction with input from the CM. CDOT will review the plan throughout the development process and apply for the permit. If a CAP proposal is successfully negotiated and agreed upon, the GC will be added to the permit after the award.
- The CM shall commit to integrating Disadvantaged Business Enterprises (“DBEs”) in the Project as required by the goals determined by the CDOT Region 3 Civil Rights Office. See **Section 1.19** of this RFP for additional DBE Program Requirements.
- Coordinate with CDOT’s Public Information Officer during pre-construction to ensure a smooth transition of communication into construction. Coordination will include involvement of the CM’s proposed Public Information Manager to help develop the Public Information Plan prior to construction, to aid in public/stakeholder outreach and public meetings during pre-construction.
- Assist in the preparation and attendance of public meetings and/or open houses.



## **1.2. PROJECT GOALS**

The CDOT Project Goals reflect the values that this Project holds and expects. An exceptional proposal will demonstrate how each of the Project Goals will be pursued by the Proposer. The natural environment is an extremely important element that needs to be considered during the Project’s design development and construction.

The following Project Goals were developed for this RFP based upon the foundation of the Project Leadership Team Draft Project Goals listed in **Appendix F** of this RFP and were slightly modified to be measurable. The Project Leadership Team Draft Project Goals were completed by the Project Leadership Team (CDOT, FHWA, local governments, stakeholders) as part of the CSS (Context Sensitive Solution) process.

### **A. Bridge Removal with Minimal Impacts**

Develop a de-construction (removal) plan of the existing structure, within the tight existing ROW envelope, while minimizing the impact to the traveling public, and maintaining access to the facilities on the east bank of Elk Creek.

### **B. Minimize Construction, Stakeholder, and Economic Impacts Through Innovation**

Assist the project team by determining the most appropriate bridge replacement technique that aligns with the desired goal of “*Minimize impacts to the traveling public*” and “*Maintaining access to the east bank of Elk Creek*”. The Contractor shall explore ABC techniques to de-construct (remove) the existing structure and construct the new structure, then compare the construction, stakeholder, and economic impacts to a more traditional bridge replacement techniques, including but not limited to, phased construction.

### **C. Early Determination of Limits of Disturbance**

Assist the project team in determining the limits of disturbance so the CDOT Right-of-Way (ROW) team can begin early ROW acquisition.

### **D. Optimize Scope, Schedule, and Budget**

Balance schedule and budget to maximize the scope and positive impact of the Project.



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

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

##### US 6 STR F-06-A Bridge Replacement

This project will replace an existing steel camelback pony truss vehicular bridge over Elk Creek with a proposed bridge updated to the current design standards. The existing vehicular bridge is founded on shallow foundations consisting of a reinforced concrete gravity abutment on the west and a reinforced concrete gravity abutment with retaining wall extensions on the east.

Minimizing impact to the existing abutment wall and retaining wall on the east is desirable to the project to minimize ROW and other impacts to nearby residences. There is a detached pedestrian bridge that parallels the existing structure that will also be replaced as part of the scope of this project. The location of the pedestrian bridge will remain on the north side of the proposed structure to synchronize with existing pedestrian facilities and planned future regional trail connectivity. The configuration of the pedestrian structure whether it remains detached or becomes attached to the proposed bridge will need to be explored as part of the project development. The proposed solution for the pedestrian bridge will need to incorporate current Americans with Disabilities Act standards.

The vehicular and pedestrian structures connect several essential and critical facilities and services such as Elk Creek Elementary school, Coal Ridge High School and the Town of New Castle Maintenance and Police Facility, to the general population of New Castle. The US 6 corridor serves as the main thoroughfare through the town of New Castle and provides immediate redundancy for Interstate-70. A full closure of US 6 would require traffic to be detoured onto Interstate 70, which would significantly increase travel time. Utility coordination will be challenging for this project. There are several utilities mounted to the vehicular bridge and overhead powerlines that will make crane operations difficult. The Right of Way (ROW) for US 6 at the existing structure is very constrained.

The project spans Elk Creek which is a managed flood plain that will require coordination with the United States Army Corp of Engineers and the Federal Emergency Management Agency during both design and construction.

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

The Project aims to construct the below scope elements in their entirety. The Project Scope Elements may be modified based on available funding, packaging, CM input, Stakeholder input, and final design refinements.

##### Project Scope Elements

- US 6 STR F-06-A over Elk Creek
  - Remove the existing vehicular bridge and adjacent pedestrian bridge.
  - Reconstruct a new bridge with wider shoulders to meet CDOT standards, adjacent pedestrian bridge, and abutments in a method that reduces impacts to the stakeholders and public.  
Elk Creek at US 6 is in a FEMA floodplain. The Project must ensure that the bridge does not raise the floodplain of Elk Creek.
  - Roadway approach reconstruction.



- Relocate existing utilities onto the new structures.
- Redesign the pedestrian bridge and pedestrian path on the east side of Elk Creek to comply with Public Rights-of-Way Accessibility Guidelines (PROWAG) standards.

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

Major work items may include but are not limited to: exploring bridge removal and reconstruction methods, i.e. ABC, phased construction, etc., structure shoulder widening, structure removal, utility relocation, work within FEMA, stormwater management, signing/striping, and temporary traffic control.

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

Below is a general description of the Major Project Risks:

- **Construction Phasing and Maintenance of Traffic:** The US 6 corridor serves as the main thoroughfare through the town of New Castle and provides immediate redundancy for Interstate-70. Any detour necessary for a full closure would require traffic to be redirected on to Interstate 70, which would significantly increase travel time.
- **ROW constraints:** The proximity of existing infrastructure requires the project to minimize limits of disturbance. The existing geographical landscape and available horizontal and vertical space will require creativity when considering either ABC methodology or a single lane temporary bridge on the south side of the existing structure.
- **Water Quality:** The project spans Elk Creek which is a managed flood plain that will require coordination with the United States Army Corp of Engineers and the Federal Emergency Management Agency during both design and construction.
- **Utilities:** There are existing utilities hanging from the bridge structures. They will need to be protected in place and relocated onto the new structure. There are also overhead utilities that will need to be protected or moved during construction and will require careful planning for construction and crane related activities.
- **Stakeholders:** The location of this structure connects several essential and critical facilities and services such as Elk Creek Elementary school, Coal Ridge High School, and the Town of New Castle Maintenance and Police Facility, to the general population of New Castle. Coordination with these stakeholders will be required during the preconstruction and construction phase.
- **Constructability:** Careful planning, consideration of the project's scope, and impacts to the local stakeholders will be imperative in determining if ABC methods or a phased construction method is most appropriate for this project.
- **Bridge Removal:** The existing truss bridge is coated with lead-based paint.

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

Below is a general description of work progressed to date and anticipated ongoing work, milestones, and potential early packages:

- **Design:** Preliminary activities have been conducted to advance critical Project elements and define potential environmental and Right-of-Way ("ROW") impacts. Design in most areas will remain flexible to accommodate input from the CM in the pre-construction phase. Preliminary design has been advanced to an estimated 20% depending on the level of design needed to identify potential environmental and ROW impacts.



- Roadway/Alignment: A conceptual roadway design for the corridor has been developed to an estimated 20% level which generally represents feasible geometric and resiliency improvements acceptable to CDOT.
- Hydrology/Hydraulics: A conceptual hydrology study of the area and hydraulic analysis has been performed to determine the potential environmental and ROW impacts. A preliminary Hydrology and Hydraulics Report has been completed.
- Structural: An evaluation of the existing and proposed future bridge structures and a Preliminary Structure Selection Report is being developed and is currently at a 20% level.
- Geotechnical: A preliminary geotechnical investigation has been performed with an accompanying Preliminary Geotechnical Report.
- Environmental: CDOT Environmental has attended the project’s Scoping meeting and begun preliminary environmental investigations. This project will likely qualify as a Cat-Ex NEPA project.
- Survey: Topographical and ROW survey has been completed for this project.
- ROW: CDOT ROW is aware of this project. The extent of ROW acquisitions is on the critical path and contingent upon the determined construction method and limits of disturbance.

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

Traffic operations on the corridor are a priority for CDOT. Unless permitted by the CDOT Region 3 Lane Closure Strategy, the existing number of lanes shall be maintained. The existing number of lanes is generally described as one general purpose lane in the westbound US 6 direction and one general purpose lane and one express lane in the eastbound US 6 direction.

The latest CDOT Region 3 Lane Closure Strategy outlines lane closure restrictions for US 6 through the Project area for each month of the year and is available at:

[https://www.codot.gov/safety/traffic-safety/assets/work-zones/lane-closure-strategies/R3\\_Lane\\_Closure\\_Report.pdf](https://www.codot.gov/safety/traffic-safety/assets/work-zones/lane-closure-strategies/R3_Lane_Closure_Report.pdf)

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. ABC alternative will require a variance from the Lane Closure Strategy, and shall be considered when quantifying the trade-offs between ABC and other reconstruction methods. The process to request a change to the current restrictions is outlined in the CDOT Region 3 Lane Closure Strategy and shall also include a traffic analysis and a public information plan to support the request. The CM may seek approval for variances to the Lane Closure Strategy, however approval is at the sole discretion of CDOT.

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

- All work and staging must be maintained within the existing or proposed CDOT ROW.
- All CDOT clearances for identified elements within a package must be received and approved before a CAP proposal is negotiated and before CDOT issues an NTP.

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

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

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



**Stakeholders**

<b>Agency/Stakeholder</b>	<b>Role or Involvement</b>
Federal Highway Administration (“FHWA”)	<ul style="list-style-type: none"> <li>● Project oversight</li> <li>● Member of the Project Leadership Team and Technical Team</li> </ul>
Bridge and Tunnel Enterprise Program (“BTE”)	<ul style="list-style-type: none"> <li>● Project oversight</li> <li>● Asset management</li> </ul>
United States Forest Service (“USFS”)	<ul style="list-style-type: none"> <li>● Member of the Project Leadership Team and Technical Team</li> </ul>
Garfield County	<ul style="list-style-type: none"> <li>● Project limits within Garfield County</li> </ul>
Town of New Castle	<ul style="list-style-type: none"> <li>● Project limits within Town of New Castle</li> </ul>
Town of Silt	<ul style="list-style-type: none"> <li>● Adjacent town connect by US 6</li> </ul>
Coal Ridge High School	<ul style="list-style-type: none"> <li>● US 6 bridge over Elk Creek separates the Town of New Castle to the town’s high school</li> </ul>
Elk Creek Elementary	<ul style="list-style-type: none"> <li>● US 6 bridge over Elk Creek separates the Town of New Castle to one of the Town’s elementary school</li> </ul>
Colorado Parks and Wildlife (“CPW”)	<ul style="list-style-type: none"> <li>● Coordinate wildlife habitat consideration and connectivity during preconstruction</li> </ul>
US Fish and Wildlife Service (“USFWS”)	<ul style="list-style-type: none"> <li>● Interest in preservation and enhancement of fish habitat in Elk Creek</li> <li>● Regulation of federally listed species in the project limits</li> </ul>
Army Corps of Engineers (“ACOE”)	<ul style="list-style-type: none"> <li>● 404 Permit decisions</li> </ul>
New Castle Police	<ul style="list-style-type: none"> <li>● US 6 bridge over Elk Creek separates the New Castle Police from the Town of New Castle</li> </ul>
Roaring Fork Transportation Authority (RFTA)	<ul style="list-style-type: none"> <li>● RFTA bus route traverses the bridge</li> </ul>



**Additional Coordination Contacts**

<b>Other Stakeholders</b>	<b>Role or Involvement</b>
Private Property Owners and/or Residents	<ul style="list-style-type: none"> <li>● Roadway reconstruction input</li> <li>● Will want to know travel impacts/delays/detours</li> </ul>
Traveling public	<ul style="list-style-type: none"> <li>● Roadway safety/trip reliability input</li> <li>● Will want to know travel impacts/delay/detours</li> </ul>
Local Agricultural Community	<ul style="list-style-type: none"> <li>● Will want to know travel impacts/delay/detours</li> </ul>
Emergency Responders/Incident Command	<ul style="list-style-type: none"> <li>● Emergency response/access input</li> <li>● Will want to know travel impacts/delay/detours</li> <li>● Members of local emergency responders are on the Project’s Technical Team</li> <li>● Incident Management and Planning for all potential impacts</li> <li>● CDOT Executive Leadership</li> <li>● CDOT Traffic Operations Center (CDOT TOC)</li> </ul>

**Anticipated Utility Coordination/Relocations**

<b>Utility Identification</b>	<b>Facility type</b>	<b>Relocation Required?</b>
Town of New Castle	Water/Sanitary/Storm	Yes
Electric (Xcel Energy)	Electric/Gas	TBD
CenturyLink	Fiber Optic/Telephone	TBD

**H. Adjacent Project Coordination and Communication**

During the preconstruction phase, the CM shall consider adjacent projects when analyzing construction phasing and construction traffic control. Known projects within or adjacent to the described project limits are listed below. If other adjacent projects are identified, the CM must also closely coordinate with those projects.

- TBD



#### **1.4. PROJECT FUNDING**

This project is fully funded by the Statewide Bridge and Tunnel Enterprise funds.

#### **1.5. PROJECT DURATION**

It is estimated that the Project can be constructed in one construction season from commencement. It is CDOT’s goal to start construction on the Project in April 2025 and end construction in September 2025, as defined in the Project Goals. The CM shall look at opportunities to measurably reduce this construction duration to minimize impacts to the traveling public and to reduce costs.

#### **1.6. PROJECT ADMINISTRATION**

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

- A. Contract Officer**  
**Janette Walker**  
**CDOT Alternative Delivery Program**  
**2829 W Howard Place**  
**Denver, CO 80204**  
**W: 303-757-9296**  
**Primary means of communication: [jan.walker@state.co.us](mailto:jan.walker@state.co.us)**
  
- B. CDOT Project Director**  
Joshua Cullen, P.E.  
US 6D STR F-06-A Elk Creek New Castle  
280 Centennial Street Unit 1A  
Glenwood Springs, CO  
W: 970-384.3338  
[todd.ipsen@state.co.us](mailto:todd.ipsen@state.co.us)

#### **1.7. PROJECT COORDINATION**

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

- A. Routine Working Contact**  
The routine working contact will be between the Project Management Team (“PMT”), which will be comprised of the CDOT Program Engineer, CDOT Project Director, CDOT Design PM, CDOT Construction Manager, CDOT Environmental Program Manager, Design Consultant Project Manager (“DC PM”), Independent Cost Estimator (“ICE”) Project Manager, and the Construction Manager Project Manager (“CM PM”).
- B. Project Management Team Correspondence/Communication Requirements**  
The PMT members are expected to communicate relevant contacts, coordination efforts, conversations, and emails where important Project Information is discussed.
- C. Coordination**  
In addition to the stakeholders listed in **Section 1.3.G**, the CM shall partner and coordinate with the groups below. The CDOT Project Management Team (defined below) shall be included in all coordination.
  - Executive Oversight Committee





- CDOT Project Management Team
  - CDOT Project Director – Josh Cullen, PE
  - CDOT Regional Environmental Manager – David Cesark
  - CDOT Staff Bridge Designer – Brendan McGuire
  - CDOT Design Project Manager – Todd Ipsen, PE
  - CDOT Construction Project Manager – TBD
- CDOT Specialty Groups
  - Region 3 Materials
  - Region 3 Traffic
  - Region 3 Hydrology and Hydraulics
  - Region 3 Survey
  - Region 3 Environmental
  - Region 3 Right-of-Way
  - Region 3 Utilities
  - CDOT Staff Bridge
  - CDOT Staff Geotech
  - CDOT Public Information Office
  - CDOT Operations Center
- Design Consultant and Subconsultants
- Project Construction Manager (Owner's representative in construction) and any subcontractors
- ICE
- CDOT Engineering Estimates and Market Analysis (EEMA) Group
- CDOT Maintenance Forces
- Headquarters and Regional Civil Rights Manager
- Bridge and Tunnel Enterprise

**D. Project Co-Location**

Plans to co-locate with the Design Team and CM for the preconstruction phase of this Project and throughout construction will be determined after selection. The location and timeframe for co-location is to be determined but is anticipated to be in Garfield County or within the Project vicinity. Co-location is at the discretion of CDOT.



## **1.8. CONSTRUCTION BUDGET**

The Construction Budget is defined as the portion of the Project budget estimated for CM/GC Construction Project Contracts. The estimated required Construction Budget for this Project is \$10 million. This amount does not include non-construction Project costs which are in addition to this amount and are still being evaluated by CDOT with the goal of optimizing efficiency. The funding for the full Project has not been fully identified at the time of this RFP. CDOT is pursuing closing the funding gap on this Project, however there is no guarantee that future funding will be identified, see **Section 1.4** of this RFP for more information.

It is estimated that each CM/GC Construction Project Contract for construction services shall include:

- Agreed upon CAP amount;
- The Management Price Percentage (MPP) applied to each construction item, see **Section 2.8** of this RFP for additional information;
- GC indirect costs allowed as indicated in **Appendix C** of this RFP;
- Force accounts, and risk pools that are associated with the construction of all elements of the Work described in the CM/GC Construction Project Contract;
- Performance and Payment Bonds; and
- Insurance Certificate(s) for Policy Requirements identified in CDOT's Standard Specifications.
- Note: Additional Exhibits, Attachments, Terms and Conditions that are a part of CDOT's standard Construction Contract Document for a Work Package will be provided at the time of issuance of a Notice of Award for a Work Package.

## **1.9. PROJECT SCHEDULE**

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

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

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

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

- Incorporate all pre-construction activities for both the Design Team and the CM.
- Develop a preliminary construction schedule and construction packaging strategy within CDOT's Construction Budget. Collaborate with the Design Team to determine if early construction packages are viable, cost effective and provide an overall benefit to the Project.



- Assist in determining the scope for any potential early construction packages, while considering the CSS process.
- Prepare construction schedules and phasing alternatives at each pre-construction milestone to support development of OPCCs, validate deadlines, and help develop Project delivery strategies.
- Develop a resource-loaded, critical path method, construction schedule at 30%, 60% and 90% OPCC milestones, as well as for all CAP proposals.
- Ensure each CAP package will be severable; will have specific beginning and end points; and will have independent overhead, mobilization, traffic control, and Project costs. Each CAP package will include provisions for liquidated damages, incentive/disincentive, and roadway user costs as determined by CDOT in its sole discretion. The CM and CDOT are responsible for ensuring the severability of each package.
- Compare and validate construction schedules and all assumptions with the ICE.

#### **1.10. PRELIMINARY DOCUMENTS AND DRAWINGS**

[https://drive.google.com/drive/folders/1R9Bc3QJGbgBc82yKAWgbKL1c1\\_yFVHb-?usp=sharing](https://drive.google.com/drive/folders/1R9Bc3QJGbgBc82yKAWgbKL1c1_yFVHb-?usp=sharing)

#### **1.11. SPECIFICATIONS**

The most current version of CDOT's Standard Specifications for Road and Bridge Construction at the time of each successful CAP proposal negotiation shall control construction of that CAP package. The 2022 CDOT Standard Specification book is the most current version. The Project team will develop the project special provisions and standard special provisions that will take precedence over the Standard Specifications and plans during development of each scope package.

#### **1.12. OWNERSHIP OF THE DOCUMENTS**

All tracings, bids, plans, manuscripts, specifications, data, maps, etc., prepared by or obtained by the CM because of working on this contract shall be delivered to and become the property of CDOT. All proposals shall become the property of CDOT, even if the CM is not selected. All proposals will be confidential until award and 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.

#### **1.13. REQUIRED PERCENTAGE OF WORK SELF-PERFORMED BY CM**

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



#### **1.14. PROJECT COMPUTER SOFTWARE REQUIREMENTS**

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

**A. Estimating**

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

**B. Scheduling**

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

**C. Specifications**

Microsoft Word (latest version)

**D. CADD**

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

#### **1.15. REQUIRED AVAILABILITY OF KEY PERSONNEL**

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

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

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

If, during the term of the contract, the Project Director or its designated representative determines that the performance of approved Key Personnel is not acceptable, a notification shall be sent to the CM. The notification shall include a reasonable timeframe to correct such performance. Thereafter the CM may be required to reassign or replace such Key Personnel. If the Project Director or its designated representative notifies the CM that certain Key Personnel of a subcontractor should be replaced, the CM shall use its best efforts to replace such Key Personnel within a reasonable time, but not to exceed fifteen working days from the date of the notice.



### **1.16. ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS**

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

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer 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 without satisfactory mitigation, CDOT may, at its discretion, cancel the award or terminate the contract.

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

### **1.17. APPLICABLE FEDERAL REGULATIONS, STATE REGULATIONS AND INDUSTRY STANDARDS**

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

### **1.18. NONDISCRIMINATION**

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

The CM shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, gender, age, disability, or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CM agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

### **1.19. DBE PROGRAM REQUIREMENTS**

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

The Proposer shall conform to all applicable State and Federal regulations regarding Civil Rights compliance.

### **1.20. MAXIMUM COMPENSATION FOR CM PRECONSTRUCTION SERVICES**

As stated in **Section 1.8** of this RFP, the Construction Budget is defined as the portion of the Project budget estimated for CM/GC Construction Project Contracts. The estimated required Construction



Budget for this Project is \$10 million. This amount does not include non-construction Project costs (which are in addition to this amount) and are still being evaluated by CDOT with the goal of optimizing efficiency. The funding for the full Project has not been fully identified at the time of this RFP. CDOT is pursuing closing the funding gap on this Project, however there is no guarantee that future funding will be identified, see **Section 1.4** of this RFP for more information.

**The successful Proposer will be paid a total sum amount, not to exceed \$150,000 for CM preconstruction services. Please see Form B-1 in Appendix B of this RFP.**

If CDOT fails to identify future funding to close the funding gap, the CM and Design Team will continue to complete the preconstruction phase of the Project for all Project Scope Elements. The remnant construction packages will be procured as a separate phase(s) of the Project when funding becomes available. The fee for CM preconstruction services will not be increased if the funding gap is closed as it was sized to provide services for the entire design, both funded and unfunded phases.

The CM shall submit monthly invoices to the CDOT Project Director for CDOT payment as work progresses based on the estimated percentage of CM preconstruction services completed with agreement of the CDOT Project Director.

### **1.21. EXPLANATION OF CAP**

A reviewed, negotiated, and agreed upon CAP proposal is the amount that may be incorporated into the standard CM/GC Construction Project Contract for construction services.

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

CDOT anticipates requesting CAP proposals when both the CM and CDOT agree the design has progressed to the appropriate level, typically at 90%, for each individual construction package. If CDOT and the CM have negotiated, agreed on, and accepted a CM/GC CAP, the CM shall submit the GC CAP proposal it negotiated, agreed on, and accepted via the Electronic Bid Submittals (“EBS”) system. The CM may develop multiple GC CAP proposal packages, and CDOT may negotiate and accept those GC CAP proposals during the design and construction phases of this Project. CDOT reserves the right not to award any part(s) or all the CM/GC Construction Services, and bid/award some or all of the CM/GC construction work separately. The CM 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 due to unforeseen conditions or agreed upon overrun items and agreed upon risk pool items approved by CDOT, a CM/GC Construction Project Contract CAP price 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 CM/GC Construction Project Contract CAP price not listed as overrun items in the construction specifications or agreed to as risk pool items in the executed Risk Register.

A CM/GC CAP proposal can be offered and negotiated three times. After the third attempt at a CM/GC



CAP negotiation, CDOT reserves the right to prepare the plans, specifications, and estimate package for public, low-bid, advertisement. The CM services contractor is not allowed to bid on this public advertisement.

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

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

## **1.22. PUBLIC INFORMATION**

The section of US 6 through the Project area serves as a connector between the Town of New Castle and the Town of Silt. It also serves as the only transportation redundancy option for I-70 should the Interstate ever close between New Castle and Silt. The AADT is 4600 with a 4.5% commercial vehicle rate. The location of this structure connects several essential and critical facilities and services such as Elk Creek Elementary school, Coal Ridge High School, and the Town of New Castle Maintenance and Police Facility, to the general population of New Castle. The US 6 corridor serves as the main thoroughfare through the town of New Castle and provides immediate redundancy for Interstate-70. Any detour necessary for a full closure would require traffic to be redirected on to Interstate 70 which would significantly increase travel time.

The Public Information Manager (“PIM”) will be provided by CDOT and expected to execute and support CDOT’s communication needs for this Project with a variety of audiences in the corridor including residents, business owners, the traveling public, tourists, recreation patrons, the freight industry, and others during the pre-construction phase. The CM shall coordinate with the PIM on at least weekly basis unless otherwise approved by the Engineer.

During the CM phase, CDOT will be the primary point of contact responsible for Public Information. If a CAP proposal is successfully negotiated, CDOT will still be the primary point of contact, however, the GC will be required to provide timely updates and responses for Public Information requests for the duration of construction. This cost shall be included in the individual construction packages. 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.



## SECTION 2 – CM PROPOSAL REQUIREMENTS AND INSTRUCTIONS

### 2.1. PROPOSAL GENERAL INFORMATION

This RFP is a two-phase procurement process that includes a Proposal (Phase 1), followed by a short listing of Proposers by the Selection Panel (Phase 2) an interview for shortlisted Proposers. CDOT intends to identify three shortlisted Proposers but reserves the right to identify as few as two and as many as four. The shortlisted Proposers will continue Phase 2 of the procurement, the interview.

Proposal packages in response to the RFP shall be submitted in one package for pre-construction CM services. The apparent successful Proposer will be determined by a sum of the Proposers Technical Score and their Interview Score to achieve a Total Score, The Proposers' Total Score will be tabulated and the Proposer with the highest Total Score will be considered the apparent successful Proposer in accordance with the evaluation criteria set forth in **Section 3** of this RFP.

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

- A. Multiple proposals from a single Proposer will be considered non-responsive and will not be evaluated or scored.
- B. Reimbursement will not 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.
- C. The Proposer shall include a full disclosure of all potential organizational conflicts of interest as outlined in **Section 1.16** of this RFP.
- D. Any proposal received by CDOT after the time specified in **Section 2.3** of this RFP shall be deemed non-responsive and shall not be evaluated or scored.
- 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 Strategic Project Approach, Approach to Risk, Schedule, and Pricing; and the Management Price Percentage breakdown (Appendix C) as defined in **Section 2.8** of this RFP.

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
- Clearly and prominently marking each and every page or sheet of materials with “PROPRIETARY”, “TRADE SECRET”, or “CONFIDENTIAL” as the proposer 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** of this RFP will be deemed non-responsive and will not be evaluated or scored.
- G. Proposers may elect to participate in a debriefing within 5 working days after the Award of the Contract. The debriefing shall be conducted within 10 working days after the Award of the Contract.
- H. The successful Proposer will be contracted for CM preconstruction services for this Project. CDOT may terminate the CM services contract at the completion of the preconstruction phase for convenience.
- I. If CDOT and the successful Proposer fail to reach a negotiated and accepted CM/GC CAP proposal and CDOT chooses to publicly advertise a new solicitation of the GC portion of this Project for bids, the successful Proposer will not be permitted to submit a bid.



## **2.2. MINIMUM PROPOSAL REQUIREMENTS**

All Proposals will be required to meet minimum proposal requirements to be considered for this Project. To be considered as qualified, Proposers shall have, as a minimum:

- A. Attended the Mandatory Pre-Proposal Meeting as defined in **Section 2.4** of this RFP.
- B. Demonstrated a bonding capability of at least \$10M 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 0063-066, US 6D Str F-06-A Elk Creek New Castle Project for at least \$10M. 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 Proposer is not required to provide Professional Liability insurance certificates.

CDOT may, at its election, implement an Owner Controlled Insurance Program (“OCIP”) for the construction of this Project. Lines of insurance coverage may include any or all 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. The CM can assume that CDOT will make this determination at the 60% OPCC for each CAP package.

- D. Provided CDOT with evidence of having been pre-qualified with the CDOT Contracts and Market Analysis Branch at the \$5,000,000 to \$20,000,000 level and satisfy all requirements of pre-qualification per 2 CCR 601-10, Rules Governing Construction Bidding for CDOT Public Projects, within 14 calendar days of the Proposal submittal deadline as shown in **Section 2.3** of this RFP.

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

- E. Met all the Proposal Submittal requirements of **Section 2.8 (Management Price Percentage) and Section 2.9 (Proposal Submittal)** of this RFP.
- F. 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, and the interviews. Proposers are also required to meet the information submittal dates outlined in the summary below. Failure to meet these dates will result in the Proposal being considered non-responsive. All times listed in the table below are Mountain Standard Time (MST). CDOT is fully committed to delivering the Project and meeting the milestones shown in the table below. CDOT does reserve the right to modify the timeframes if it is determined by CDOT to be in the best interest of the State, and the Project.

Key Event	Date	Time
Advertisement of Final RFP for CM Services	02/13/2023	N/A
Mandatory Pre-Proposal Meeting – Public (held via virtual meeting)	02/21/2023	8:00 a.m.
Optional One-on-One Briefings – Confidential (45-minutes)	02/21/2023	10:00 a.m. – 5:00 p.m.
Proposer Questions Deadline	03/03/2023	5:00 p.m.
Proposal Submission	03/10/2023	2:00 p.m.
Notification to Shortlisted Proposers	03/24/2023	N/A
Interviews	03/29/2023	N/A
Chief Engineer Selection Approval	03/31/2023	N/A
CM Notification	04/03/2023	N/A
Award of Contract	04/03/2023	N/A
Anticipated Contract Execution/NTP	05/01/2023	N/A

**2.4. MANDATORY PRE-PROPOSAL MEETING**

Any potential Proposers interested in submitting a Proposal shall attend the Mandatory Pre-Proposal Meeting. The Mandatory Pre-Proposal Meeting is available at the following link:

<https://meet.google.com/ztt-qgfr-sfz?hs=122&authuser=1>

Phone: (US) +1 443-892-3007

PIN: 370 270 755#

The Mandatory Pre-Proposal Meeting will be held virtually at the time and date set forth in **Section 2.3** of this RFP. This meeting will introduce all Proposers to the CM/GC project delivery method, give an overall introduction to the Project, and enable CDOT to answer questions about the Project and process. The CDOT Project Management Team for the Project will be attending, and the meeting will be scheduled for one hours.

Any Proposal received from a party that did not attend the Mandatory Pre-Proposal Meeting will be determined by CDOT to be non-responsive. The corresponding non-responsive proposal will not be evaluated or scored and will not continue in the procurement process.



## **2.5. OPTIONAL ONE-ON-ONE BRIEFINGS**

Optional One-on-One Briefing meeting will be held virtually at the date set forth in **Section 2.3** of this RFP. The meetings will allow the Proposers to ask CDOT any additional questions that they might have regarding the project or the RFP. Proposer time slots can be selected using the link below.

<https://calendar.app.google/DCCqxzvf69ZQUCa8>

## **2.6. QUESTIONS AND CHANGES TO THE RFP**

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

Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request to the Contract Officer at the address set forth in **Section 1.6** of this RFP.

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 the above table within **Section 2.3** of this RFP.

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

<https://www.codot.gov/business/alternativedelivery/opportunities/cm-gc-solicitations/us-6-over-elk-creek>

Proposers shall not rely on oral or written instruction changes or clarifications regarding this RFP, unless issued in writing by the CDOT Contract Officer as an addendum to this RFP.

Proposers must acknowledge all issued addenda in their submittal and proposal.

## **2.7. CONTRACTOR PROTEST RULES**

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

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

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

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



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

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.

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

The Selection Panel shall complete an evaluation of submitted Proposals and score them. Those scores will then be averaged and points will be awarded. CDOT intends to shortlist three Proposers but reserves the right to Shortlist the top two to the top four proposers if it is in the interest of the Project. Those Proposers that have made the Shortlist will then participate in a second evaluation consisting of a scored Interview based on criteria in **Section 3.2** of this RFP.

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

The successful Proposer has a potential, but no guarantee, to enter into a CM/GC Construction Project Contract with CDOT for GC construction services for this Project. Only if CDOT and the successful Proposer successfully negotiate, agree to and accept a CAP proposal, will all parties execute a CDOT drafted CM/GC Construction Project Contract. The CM/GC Construction Project Contract (if any) will be separate from the CM contract.

All negotiations shall be open book. CDOT and their Independent Cost Estimating Consultant 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 CM/GC Construction Project Contract will be subject to the GC Proposer posting 100% performance and payment bonds and being compliant with CDOT procurement policies. The GC Contractor will competitively procure and award qualified subcontractors in accordance with their proposed subcontracting plan, as described in **Section 2** and **Section 3** of this RFP.

## **2.8. MANAGEMENT PRICE PERCENTAGE**

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

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

The MPPC shall consist maximum of 3-total pages: (1) completed Form B-2 and (2) 2-page maximum limit of detailed information showing the breakout of the Management Price Percentage, in **Appendix C** of this RFP. The 3-total pages maximum shall be submitted with the Proposal in accordance with deadlines in **Section 2.3** of this RFP. Other indirect and non-reimbursable costs outlined in **Appendix C** of this RFP must be considered when certifying agreement to the MPPC.



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

## **2.9. PROPOSAL SUBMITTAL – STEP 1**

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

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

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

CDOT will only evaluate the files that are received by the date and time deadline set forth in Section 2.3 of this RFP.

B. Proposal Format:

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

The Appendix Section shall only include:

  - Potential conflicts of interest: No page limit (8-1/2" x 11" electronic paper size).
  - Signed Anti-Collusion Affidavit, CDOT form #606: No page limit (8-1/2" x 11" electronic paper size).
  - Evidence of Prequalification per **Section 2.2.D** of this RFP.



- Surety Letters: No page limit (8-1/2” x 11” electronic paper size).
  - Evidence of insurability: No page limit (8-1/2” x 11” electronic paper size).
  - Resumes and references for team members: 20-page limit (8-1/2” x 11” electronic paper size). At a minimum, it is expected that resumes and references are included for all Key Personnel. The Proposer may include resumes and references for non-Key Personnel team members, but shall adhere to the 20-page maximum page limit.
  - MPPC (Form B-2 and Appendix C): Maximum of 3-total page limit (8-1/2” x 11” electronic paper size).
  - Maximum Compensation for Construction Manager Preconstruction Services (Form B-1): 1-page limit.
  - Supplemental Section
    - 4-page limit (8-1/2” x 11” or 11” x 17” electronic paper size).
    - The Supplemental Section shall be reserved for supplemental materials for risk assessments, Cost Model examples, processes, the organizational chart, and additional photos, exhibits, or schedules.
    - Supplemental information will only be considered in the scoring if clearly referenced in the Proposer’s responses to SECTION 3 – PROPOSAL CONTENT AND EVALUATION CRITERIA.
  - Commendation Section
    - 5-page limit (8-1/2” x 11” electronic paper size).
    - The Commendation Section shall be reserved for awards or letters of recommendations.
- C. CDOT shall evaluate Proposals in accordance with criteria as indicated in **Section 3.1** of this RFP and subsequently score the evaluated Proposals in accordance with criteria in **Appendix B** of this RFP.
- D. Responses to all items shall be complete; Proposers are encouraged to cross-reference to other sections of their proposal where applicable.
- E. All references shall be current and relevant.
- F. Tabs, covers, and tables of content pages do not count toward the page count. All proposals must be submitted in .pdf format and transmitted electronically to CDOT.

## **2.10. INTERVIEWS - STEP 2**

### A. Short List

From the Proposals received, the Selection Panel intends to Shortlist the top three Proposers but reserves the right to shortlist two or four Proposers if it is in CDOT’s and the Project’s interest to do so. The Proposals will be evaluated and scored using the scoring indicated in **Section 3** and **Appendix B** of this RFP.

### B. Interview

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



## **SECTION 3 – PROPOSAL CONTENT AND EVALUATION CRITERIA**

### **3.1. EVALUATION CRITERIA FOR PROPOSALS (75 Points Possible)**

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

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

- Provide a description of the composition of the team's Project Key Personnel. If the Proposer team is a Joint Venture or association, indicate specific responsibilities of party to the Joint Venture.
- Provide, identify, and discuss the qualifications of the Key Personnel. Include the following for each member of the 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 Personnel and length of time for overall experience pertinent to the scope
  - Experience on similar projects as a team
  - Provide resumes and two current references for the Key Personnel in an appendix to the Proposal. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of the proposal due date
- The following Tier I, II, and III Key Personnel descriptions contain the suggested skills, experience, knowledge, and level of commitment for each role. The Proposer is not required to meet the following suggestions but is encouraged to propose their strongest team. If at any time, the Key Personnel are performing substandard to CDOT's expectations, CDOT reserves the right to request additional Key Personnel

##### Tier Breakdown

- TIER I: One team member should comprise the role as the Key Personnel for the Project, and should have the following Tier I skills, experience, and knowledge:
  - Project Manager (PM)
    - This team member shall serve as the overall PM for the CM services and, if awarded the CM/GC Construction Project Contract, GC construction services. The PM shall be the main point of communication for the Project team
    - This team member is permitted to also serve as the Key Personnel for the following roles: Tier II Scheduling Expert/Project Controls, Tier II Cost Estimator, Tier III Safety, and/or Tier III Traffic. If this team member is performing to a substandard level as determined by CDOT, CDOT reserves the right to request that CM provided





additional qualified Key Personnel

- This team member shall have 15 years of industry experience and shall have demonstrated experience and expertise on a similar role in the delivery of projects similar in scope, value, nature, and complexity to the Project
- Anticipated time commitment: 50-100% throughout the duration of the Project
- TIER II: The following staff members shall comprise Key Personnel for the Project, and should have the following Tier II skills, experience, and knowledge:
  - Construction Manager
    - This team member shall be responsible for providing construction and constructability expertise, construction phasing, and seeking innovative solutions during preconstruction services
    - This team member shall have a minimum of 15 years of experience in construction and management of construction on highway projects similar in scope, value, nature, and complexity of the Project
    - Anticipated time commitment: 50-75% during preconstruction, 100% during construction (if applicable)
  - Scheduling Expert/Project Controls
    - This team member shall be responsible for managing the Project schedule and Project risk
    - This team member shall have a minimum of 7 years of industry experience specific to this expertise and be able to confidently use the scheduling software of choice as shown in **Section 1.14** of this RFP
    - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-50% during preconstruction, 50-75% during construction (if applicable)
  - Quality Manager
    - This team member shall be responsible for managing Project quality
    - This team member shall have a minimum of 7 years of industry experience specific to this expertise
    - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-50% during preconstruction, 75-100% during construction (if applicable)
  - Cost Estimator
    - This team member shall be responsible for providing ROM cost estimates and OPCCs during preconstruction services
    - This team member shall have a minimum of 7 years of industry experience specific to this expertise
    - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-60% during preconstruction, and 10% during construction (if applicable)



- Structures Expert
  - This team member shall be responsible for providing input, constructability expertise, and providing innovative solutions for the structural features of the Project including bridge and wall construction, along with past experience and expertise in Accelerated Bridge Construction
  - This team member shall have a minimum of 15 years of industry experience specific to this expertise
- Environmental Expert
  - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-50% during preconstruction and Environmental Specialist
  - This team member shall be responsible for providing input on environmental issues such as the incorporation and construction of erosion control measures into the SWMP, heavy metal and lead paint mitigation, tree removal, and permanent water quality
  - This team member shall have a minimum of 7 years of environmental experience, including design and construction experience
  - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 20-40% during preconstruction, and 50-75% during construction (if applicable)
- Public Information Officer/Stakeholder Engagement
  - CDOT will provide the Public Information Officer (PIM) for the pre-construction/CM phase of the project. The selected person will serve as the PIM for both the blended CDOT/CM team
- 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:
  - Safety
  - Materials
  - Traffic
  - Hydraulic
  - Roadway
  - Drainage and Hydraulics
  - Landscaping/Aesthetics
  - Civil Rights (Equal Employment Opportunity).
- Multiple Tier II and III skill sets may be fulfilled by one individual, with the exception of the quality manager, 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
- The Proposer may identify and include additional Key Personnel within the Proposal that are necessary for the success of the Project. The Proposer shall include an explanation for the



additional Key Personnel. The Key Personnel requirement within Section 1.15 of this RFP will apply to any additional Key Personnel identified by the Proposer

- All Key Personnel are expected to attend relevant Project meetings
- Key Personnel are expected to have a reasonable level of decision-making authority on behalf of the CM

#### Organizational Chart and Succession Planning

- Provide a graphic showing the CM’s organizational chart, complete with working titles for the team for the preconstruction phase. Provide an explanation of any variation to the anticipated Key Personnel time commitments stated above
- Provide a narrative describing succession planning for team stability and planning for any member of the project team that may leave
- See **Section 1.15** of this RFP for additional information related to Key Personnel

#### Safety Record and Performance

- Provide a narrative of the Proposer’s largest foreseen safety risks for the Project and describe the safety programs, processes, and initiatives that the Proposer currently has in place to help manage/mitigate/or eliminate the safety risks
- Provide the following information for each entity involved, covering the last 4 years (2017-2020)
  - Experience Modification Rates (EMR)
  - OSHA Reportable Incident Statistics

### **B. Contractor Capability (15 Points Possible)<sup>1</sup>**

#### Prior Project Experience/Performance/References

- Provide a summary of the Proposer’s previous project experience relevant to the general scope and construction value of work for this Project.
- Provide three or more relevant projects/programs that demonstrate the Proposer’s ability to be successful on this Project. For each listed project or experience, include owner and architect/engineer references and contract information as CDOT may at its discretion, contact references on the listed projects. Provide at a minimum:
  - The project/contract name
  - Project delivery method
  - Description of services provided
  - Construction delivery method: phased construction or ABC
  - Overall construction cost of the project, as applicable, including the initial contract/construction value and value at final acceptance. Please provide reasoning for

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<sup>1</sup> Pursuant to Section 24-93-110, (1), C.R.S. The Department of Transportation shall not exclude a participating entity from a short list, prepared and announced by the Department as required by Section 24-93-105 (2), of responding participating entities that have been determined to be most qualified to receive a request for proposals for an IPD contract for a public project based solely on the participating entity's lack of experience in delivering a public project in the State by the IPD method to be used for the public Project.



- any differential
- Description of project schedule performance, including initial schedule, and reasons for schedule change
- Key personnel assigned or in-house staff and their level of involvement
- Senior Leadership assigned and their commitment in time and overall success of the project, as well as the success of the Owner’s Program
- Major subcontractors and primary subcontracts used in the performance of the contract
- Project Reference(s). All references submitted shall be current for relevant projects. References will be considered current if the party’s name, current position/title, and position/title held at the time for which the recommendation is being sought are provided
- Coordination with stakeholders

**C. Strategic Project Approach (30 Points Possible)**

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

Preconstruction Services

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

CDOT determined that CM/GC is the most appropriate delivery method for the Project because of the ability for risk sharing, early construction manager input into the design, and to develop early cost certainty for the Project. Describe the Proposer’s role and responsibility in refinement of the design, quality of the design, accuracy of the scope, and ensuring efficiency of the execution of delivery for the Project.

Describe your team’s plan and approach to participate in the design development and to inform the decision-making process. Highlight the Proposer’s approach for handling the site constraints during preconstruction, such as the utilization of phased construction or Accelerated Bridge Construction (ABC) while minimizing Right-of-Way impacts and how the Proposer plans to relocate utilities.

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

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

Construction Services

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



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

Describe the Proposer’s plan and approach to environmental management for the Project and removal of the existing steel truss bridge with lead-based paint and removal of trees. Please include an emphasis on temporary and permanent water quality, air quality and emission reduction, including greenhouse gasses, NOx, fine particulate matter, and other co-pollutants, for construction activities and materials.

Describe the Proposer’s plan and approach for traffic control and detours during construction as well as the Proposer’s emergency response plan in the case of an I-70 closure adjacent to the project.

#### Project Innovations

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

### **D. Approach to Risk, Schedule, and Pricing (15 Points Possible)**

As each OPCC or CAP proposal is developed, risk, schedule, and major assumptions need to be evaluated and discussed. How and when the GC communicates these items to CDOT is critical for a successful CM/GC project. Notwithstanding the overall scope and Construction Budget of the Project, please provide a discussion of the team’s approach to the following items:

#### Risk Approach

##### Risk Approach

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

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

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

##### Schedule Approach

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

##### Cost Model Approach

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

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



### **3.2 EVALUATION CRITERIA FOR INTERVIEWS (25 Points Possible)**

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

#### **A. Short Presentation (10 Points)**

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

#### **B. Team Challenge (5 Points)**

The Proposer will be given a written challenge to review and propose a course of action to address the elements in the problem. The Proposer will be given 15 minutes to prepare a response or solution and 10 minutes to present the formal response or solution to the Selection Panel. The Selection Panel will observe, evaluate and score both the observations of the Proposer during the 15 minute preparation and 10 minute presentation. This challenge evaluation and scoring will be determined by the following criteria:

- Team's understanding of the Team Challenge;
- Team's recognition of key points and ideas;
- Team's collaboration;
- Team's communication skills;
- Team's understanding of CM/GC Delivery Method, I-70 Mountain Corridor CSS process, and environmental commitments; and
- Team's understanding of Project Goals

#### **C. Question and Answer Session with the Selection Panel (10 Points)**

The questions asked by the Selection Panel in this session will be the same for each Proposer. The Proposer will be allocated 25 total minutes for this session. The Evaluation Facilitator will read each question and allow the Proposer to respond to the question for evaluation and scoring by the Selection Panel. The interview typically includes multiple questions, all questions and follow up questions must be responded to in the allotted 25-minute time limit. The Proposer shall monitor the 25 total minutes. If time remains after all questions are asked and answered, and the Proposer does not have any questions, the Selection Panel may ask follow-up questions regarding the Proposers proposal, short presentation, team challenge or questions and answers.

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

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



## **APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX**

The table below includes activities of communication, consensus building, project team reviews, conceptual design, data gathering, documentation, and formal public notice and should be planned by the appropriate responsible party and coordinated with all team members.

The time of their implementation will overlap, and parallel paths of activity should be planned to finish in 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.

The CM shall work with the Design Team to finalize Appendix A for approval by the Project Director.



**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX**

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

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





**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACT OR	REQUIRED OF DESIGN TEAM	REQUIRED OF OTHERS
<b>PHASE: PRECONSTRUCTION</b>			
<b><u>1. PROJECT DEVELOPMENT PROCESS</u></b>			
<b>Project Management</b>	C	1	2
The CDOT/PM will coordinate all the work tasks being accomplished by all parties to ensure Project work completion stages are on schedule. The C/PM and CMGC/PM shall coordinate all the work tasks being accomplished by their respective teams to make sure Project work completion stages are on schedule			
<b>Communication and Consensus Building</b>	C	C	C
The CDOT/PM is responsible for the consensus building and facilitating the communication between all members of the Project team. This does not dismiss the responsibility of all team members to communicate with the CDOT/PM and the CDOT Project Management Team when required.			
<b>Maintain Updated Contact List</b>	2	1	2
Establish and maintain a computerized list of all appropriate interested parties for the communication process. The list will be used for notices regarding public meetings, mailings, newsletters, or other communication as appropriate.			
<b><u>2. MEETINGS</u></b>			
<ul style="list-style-type: none"> <li><b>Graphics support and presentations</b></li> </ul>	C	C	C
Each Project team member is responsible for the graphics, documents, reports, plans, specifications, and written reviews from each specific scope of work item. Presentation of these documents and their reviews will be available on the shared Project server after the meeting has been adjourned.			
<ul style="list-style-type: none"> <li><b>PM Updates on Progress</b></li> </ul>	C	C	C
The CDOT/PM, CMGC/PM, and the C/PM will all update the team members at the scheduled meetings as to their progress on deliverables, challenges, and the feedback/comments they need.			
<ul style="list-style-type: none"> <li><b>Project Discussion</b></li> </ul>	C	C	C
The team members need to come prepared to discuss any and all reservations, ideas, and challenges to the Project. Open and honest dialogue is the key to the success of Project delivery.			

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

**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACT OR	REQUIRED OF DESIGN TEAM	REQUIRED OF OTHERS
<b>PHASE: PRECONSTRUCTION</b>			
<b><u>2. PRELIMINARY DESIGN</u></b>			
Preliminary Roadway, Geometric, Structural, Environmental, SWMP, etc. Design		1	2



CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
• Environmental - gathering data and analysis		1	2
• Environmental - mitigation development	2	1	1
• Environmental clearances		1	2
• ROW, specialty, and local clearances		1	2
• Hazardous material investigation		1	2
• CDOT processes (forms, clearances)		1	2
• Utility coordination	2	1	2
• Conduct field survey of Project area.		1	2
• Field and Project research	C	C	C
• Construction requirements	C	C	C
• Innovation development, proposal, and tracking	1	2	2
• Check and field verify all applicable as-built plans	C	C	2
• Provide construction plans, specifications, and estimates		1	2
Plot/develop all required information on the plans in accordance with all applicable CDOT policies and procedures and all industry standards for civil, electrical, ITS, and structural design.			
• Develop construction cost model for Engineer Estimator and ICE	1	2	2
• Develop and calculate quantities	2	1	2
• Risk Register development	C	C	2
• Initiate and Track DBE/ESB and Subcontractor Plan	1	2	
• Constructability reviews and reports	C	C	2

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**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN TEAM	REQUIRED OF OTHERS
<b>PHASE: PRECONSTRUCTION</b>			
• Construction Phasing Plan	C	C	2
• Value Engineering input and participation	C	C	2
• Cost savings reviews	C	C	2
• Preliminary construction schedule	C	C	2
• Long lead time CAP submissions and proposals	1	2	2
• Long lead time negotiations	C	C	2
• Long lead time item procurement	1	2	2
• Opinion of probable construction cost Estimate #1	1	2	2
<b>30% milestone FIR (Field Inspection Review) Preparation</b>			
Coordinate, complete, and compile the plans with inputs from other branches: materials, hydraulics, environmental, traffic, right of way, maintenance, safety, and Staff Bridge, if applicable.		1	2
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 cost estimate.		1	2
The plans shall be submitted to the CDOT/PM and the CMGC/PM for preliminary review at least one week prior to the FIR (30% milestone)		1	
The plans will be reproduced electronically by CDOT.		1	2
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	2
CDOT Form 1048 – Project Scoping Procedures Completion		1	2
<b>Field Inspection Review Meeting</b>			
Review 30% milestone PS&E package and provide written reviews, comments, and redlines.	2	1	1
Attend the FIR.	C	C	C
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	2	2
Update Risk Register and Cost Model.	C	C	2

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**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

CONSTRUCTION MANAGEMENT SERVICES	REQUIREMENT OF CONTRACTOR	REQUIREMENT OF DESIGN TEAM	REQUIREMENT OF OTHERS
<b>PHASE: PRECONSTRUCTION</b>			
<b>Final Roadway, Geometric, Structural, Environmental, SWMP, etc. Design</b>		1	2
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Team is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
<ul style="list-style-type: none"> <li>• Environmental - gathering data, analysis, and mitigation development               <ul style="list-style-type: none"> <li>• Final environmental clearances</li> <li>• Final environmental permits</li> <li>• ROW, specialty, and local clearances</li> <li>• FIPI justification for sole sourcing</li> <li>• Final utility coordination</li> <li>• Develop and calculate final quantities</li> <li>• CDOT processes (forms, clearances)</li> </ul> </li> <li>• Update Risk Register, formal risk assessment meeting               <ul style="list-style-type: none"> <li>• Constructability reviews and reports</li> <li>• Construction Phasing Plan</li> <li>• Value Engineering input and participation</li> <li>• Final construction requirements</li> </ul> </li> <li>• Innovation development, proposal, and tracking               <ul style="list-style-type: none"> <li>• Cost Savings reviews</li> </ul> </li> <li>• 90% preconstruction milestone/Final Office Review (FOR) Construction Schedule               <ul style="list-style-type: none"> <li>• Long lead time CAP submissions and proposals                   <ul style="list-style-type: none"> <li>• Long lead time negotiations</li> <li>• Long lead time item procurement</li> </ul> </li> <li>• Opinion of Probable Construction Cost Estimate #2</li> </ul> </li> <li>• Provide 90% preconstruction milestone construction plans, specifications, and estimates               <ul style="list-style-type: none"> <li>• Develop and calculate final quantities</li> </ul> </li> </ul>		1	2

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**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACT OR	REQUIRED OF DESIGN TEAM	REQUIRED OF OTHERS
<b>PHASE: PRECONSTRUCTION</b>			
<b>90% Milestone/FOR (Final Office Review) Preparation</b>			
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	2
The 90% milestone plans and specifications shall comply with CDOT requirements and shall include: title sheet, typical sections, general notes, plan/profile sheets, and preliminary layouts.		1	2
The plans shall be submitted to the CDOT/PM and the CMGC/PM for preliminary review at least one week prior to the 90% milestone.		1	2
The 90% milestone plans will be reproduced electronically by CDOT		1	2
Prepare the Engineer’s Estimate for work described in the FOR plans based on estimate quantities.		1	2
Prepare the 90% preconstruction milestone	C	C	C
<b>90% milestone/FOR (Final Office Review) Meeting</b>			
Review 90% milestone PS&E package and provide written reviews, comments, and redlines.	C	C	C
Attend the 90% milestone meeting.	C	C	C
Post-90% milestone revisions and memo		1	2
Provide list of all deviations from the standard design criteria and written justification for each.		1	2
Provide a 90% milestone Construction Plan.	1	2	2
Obtain final environmental and access permits.		1	2
Finalize construction Cost Model for Engineer Estimator and ICE.	1	2	2
Update DBE/ESB and Subcontractor Plan.	1	2	2
Update Risk Register.	C	C	2

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**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
<b>PHASE: PRECONSTRUCTION</b>			
<b>CAP Proposal and Negotiations</b>			
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		2
Supply EBS and Construction Contract Checklist to CM/GC Contractor.		1	2
Prepare and submit construction CAP proposals.	1		2
Procure independent cost estimate.		1	2
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	2
Negotiate final CAPs for each phase.	C	C	C
CM/GC and CDOT have three attempts to negotiate assumptions and prepare CAP estimates. After the third opening, CDOT reserves the right to prepare the bid package for advertisement.			

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



## **APPENDIX B: EVALUATION NOTES AND FORMS**

### Proposal Evaluation and Interview Evaluation Scoring Notes:

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



**Evaluation Assessment Guidelines**

Selection Panel members will individually evaluate and score their assigned proposal category in accordance with the evaluation criteria set forth in this RFP and assign a numerical score according to the scoring methodology listed below.

Score	Description
5	<p>The Proposer demonstrates <b>several Significant Strengths</b> and/or <b>several Minor Strengths</b>, has <b>no Significant Weaknesses</b> or <b>no Minor Weaknesses</b> regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer's qualifications.</li> </ul> <p>The response supports an extremely strong expectation of successful Project performance if ultimately selected as the CM.</p>
4	<p>The Proposer demonstrates <b>several Minor Strengths</b> and/or <b>few Significant Strengths</b>, has <b>few Minor Weaknesses</b> and <b>no Significant Weaknesses</b> regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer's qualifications.</li> </ul> <p>The possibility exists that if selected, the Proposer may offset the Weakness of the response with their strengths. However, their minor weakness could slightly affect the success of the Project.</p>
3	<p>The Proposer demonstrates <b>several Minor Strengths</b> and <b>no Significant Strengths</b>, has <b>several Minor Weaknesses</b> and <b>few Significant Weaknesses</b> regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer's qualifications.</li> </ul> <p>The possibility exists that if selected, the Proposer’s Weaknesses could have an adverse effect on the success of the Project.</p>
2	<p>The Proposer demonstrates <b>few Minor Strengths</b> and <b>no Significant Strengths</b>, has <b>several Minor Weaknesses</b> and/or <b>several Significant Weaknesses</b> that demonstrate deficiency regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer's qualifications.</li> </ul> <p>It is probable that if selected, the Proposer’s Weaknesses will have an adverse effect on the success of the Project.</p>
1	<p>The Proposer demonstrates <b>no Minor Strengths</b> and <b>no Significant Strengths</b>, has <b>several Minor Weaknesses</b> and/or <b>several Significant Weaknesses</b> regarding the following bullets:</p> <ul style="list-style-type: none"> <li>● The Proposer’s understanding of and approach to meeting the Project Goals.</li> <li>● The Proposer’s understanding of and approach to meeting the stated requirements and objectives of this scoring category.</li> <li>● The Proposer communicates a commitment to quality for all phases of the Project.</li> <li>● The Proposer's qualifications.</li> </ul> <p>The response supports a strong expectation that if selected, the Proposer’s Weakness will negatively impact the pursuit of the Project Goals.</p>





**COLORADO DEPARTMENT OF TRANSPORTATION  
FORM B-1: MAXIMUM COMPENSATION FOR CONSTRUCTION MANAGER  
PRECONSTRUCTION SERVICES CERTIFICATION**

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

Name of Project: US 6D STR F-06-A Elk Creek

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

The undersigned certifies its acceptance or rejection of the CDOT determined Maximum Compensation for Construction Manager Preconstruction Services of \$150,000 (RFP Section 1.20), established for the above project by selecting either “Accept” or “Reject,” initialing next to the proposer’s section, and signing this certification:

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

OR

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

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

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

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

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

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



**COLORADO DEPARTMENT OF TRANSPORTATION  
FORM B-2: MANAGEMENT PRICE PERCENTAGE CERTIFICATION  
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES**

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

Name of Project: US 6D STR F-06-A Elk Creek

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

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

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

OR

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

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

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

Signed and initialed certification of the project’s determined MPP must be clearly established and included with the response to this project’s Request for Proposal.

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

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

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



### APPENDIX C: CONSTRUCTION GENERAL CONDITIONS

	Costs NOT TO BE included in CM/GC Management Price Percentage	Costs TO BE included in CM/GC Management Price Percentage
<b>Item</b>	<b>Costs for the categories below will be negotiated and included in the direct “Cost of the Work”</b>	<b>Other indirect and non-reimbursable costs to be included in the CM/GC price percentage are listed below</b>
E.1	Mobilization	Project Principal – all costs
E.2	Project Manager	Project Manager relocation, housing, and subsistence costs.
E.3	Construction Manager/Superintendent	Construction Manager/Superintendent relocation, housing, and subsistence costs.
E.4	All other on-site, construction management staff as approved by the Agency	Additional CM/GC staff relocation, housing, and subsistence cost.
E.5	On-site administrative staff, including clerical and secretarial staff	Home, branch and regional office administrative support staff and all related costs
E.6	All project direct costs related to Safety	Home, branch and regional office safety support staff and all related costs
E.7	All project direct costs related to Quality Control	Home, branch and regional office quality control support staff and all related costs
E.8	Project office costs for cleaning, set-up/demo, maintenance, security, utilities, rent/lease, equipment, and furniture	Profit
E.9	Materials and equipment handling, including shipping/transport to site and storage costs	
E.10	Costs to co-locate with Agency staff	
E.11	Job site temporary toilet facilities and maintenance	
E.12	Partnering workshops	
E.13	Construction rental equipment	
E.14	Actual cost of permits	
E.15	All project direct costs related to implementation of Agency-approved sustainable practices	
E.16	All project direct costs related to implementation of Agency-approved DBE/ESB program	
E.17	Construction equipment and vehicles at Proposer’s internal cost rate, including costs of maintenance and fuel	
E.18	All costs related to cell phones, radios, fax machines, pagers, computers and software.	
E.19	All costs of capital and interest; licenses and taxes required by law.	
E.20	Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies	

## **APPENDIX D: FINAL PROJECT DELIVERY SELECTION MATRIX<sup>2</sup>**

<https://www.codot.gov/business/alternativedelivery/opportunities/cm-gc-solicitations/us-6-over-elk-creek/24493-pdsm-final.pdf>

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<sup>2</sup> Pursuant to Section 24-93-110, (2)(b)(II), C.R.S. During the procurement process, include the justification for selecting the IPD method in any Request for Qualifications and in the Request for Proposals.



**COLORADO**  
Department of Transportation

**Appendix E**  
Request for Proposal – 2/13/2023  
Project No. FBR 0063-066  
US 6D STR F-06-A Elk Creek – New Castle

## **APPENDIX E: SAMPLE CONSTRUCTION MANAGER CONTRACT**

<https://codot.gov/business/alternativedelivery/opportunities/cm-gc-solicitations>

## **APPENDIX F: PROJECT LEADERSHIP TEAM DRAFT PROJECT GOALS**

### **A. Bridge Removal with Minimal Impacts**

Develop a de-construction (removal) plan of the existing structure, within the tight existing ROW envelope, while minimizing the impact to the traveling public, and maintaining access to the facilities on the east bank of Elk Creek

### **B. Minimize Construction, Stakeholder, and Economic Impacts Through Innovation**

Assist the project team by determining the most appropriate bridge replacement technique that aligns with the desired goal of “*Minimize impacts to the traveling public*” and “*Maintaining access to the east bank of Elk Creek*”. *The Contractor shall explore ABC techniques to de-construction (remove) the existing structure and construct the new structure, then compare the construction, stakeholder, and economic impacts to a more traditional bridge replacement techniques, including but not limited to, phased construction.*

### **C. Early Determination of Limits of Disturbance**

Assist the project team in determining the limits of disturbance so the CDOT Right-of-Way (ROW) team can begin early ROW acquisition.

### **D. Optimize Scope, Schedule, and Budget**

Balance schedule and budget to maximize the scope and positive impact of the Project. Utilize innovation and manage risk to recover budget to reinvest in the Project.