Appendix Contents

Appendix Item	Section Reference(s) in Manual	Appears on Manual Page No.
Moving Ahead for Progress in the 21st Century Act (MAP-21)	1.2	2
Colorado Revised Statute §24-93-101, Integrated Project Delivery Method for Public Projects Act.	1.2	2
CMGC Common Acronyms and Definitions	1.8	9
Project Delivery Selection Matrix	2.3.1	16
Memorandums for Concurrence from the Region RTD and the Chief Engineer	2.3.2	21
Request for Letters of Interest (LOIs) Template	2.4.2	22
CMGC Pre-Proposal Presentation Template	2.4.3	23
Request for Proposals (RFP) Template	2.4.5, 2.5.1	24, 25
Non-Disclosure Agreements Template	2.5.1	25
Contract Routing "Rush" Cover Sheet for CMGC Pre-Construction Services or CMGC Construction Services	2.10	33
Standard CMGC Contract Template	2.13, 3.2	34, 36
Project Scoping Workshop Agenda	3.4.2	41
Risk Matrix Template	3.5.1	49
CAP Comparison Spreadsheet	4.4	71
CMGC Steps after CAP Acceptance	4.4, 4.6.5	73, 75

Moving Ahead for Progress in the 21st Century Act (MAP-21) Sec. 1303 and 1304

SEC. 1303. LETTING OF CONTRACTS.

(a) EFFICIENCIES IN CONTRACTING.—Section 112(b) of title 23,
United States Code, is amended by adding at the end the following:

''(4) METHOD OF CONTRACTING.—

''(A) IN GENERAL.—

''(i) 2-PHASE CONTRACT.—A contracting agency may award a 2-phase contract to a construction manager or general contractor for preconstruction and construction
services.

''(ii) PRECONSTRUCTION SERVICES PHASE.—In the preconstruction services phase of a contract under this paragraph, the contractor shall provide the contracting agency with advice for scheduling, work sequencing, cost engineering, constructability, cost estimating, and risk identification.

''(iii) AGREEMENT.—Prior to the start of the construction services phase, the contracting agency and the contractor may agree to a price and other factors specified in regulation for the construction of the project or a portion of the project.

''(iv) CONSTRUCTION PHASE.—If an agreement is reached under clause (iii), the contractor shall be responsible for the construction of the project or portion
of the project at the negotiated price and in compliance with the other factors specified in the agreement.

''(B) SELECTION.—A contract shall be awarded to a contractor under this paragraph using a competitive selection
process based on qualifications, experience, best value, or any other combination of factors considered appropriate
by the contracting agency.

''(C) TIMING.—

''(i) RELATIONSHIP TO NEPA PROCESS.—Prior to the completion of the environmental review process required under section 102 of the National Environmental
Policy Act of 1969 (42 U.S.C. 4332), a contracting agency may—

''(I) issue requests for proposals;

''(II) proceed with the award of a contract for preconstruction services under subparagraph
(A)(ii); and

''(III) issue notices to proceed with a preliminary design and any work related to preliminary design, to the extent that those actions do not limit any reasonable range of alternatives.

''(ii) CONSTRUCTION SERVICES PHASE.—A contracting agency shall not proceed with the award of
the construction services phase of a contract under subparagraph (A)(iv) and shall not proceed, or permit any consultant or contractor to proceed, with final design or construction until completion of the environmental
review process required under section 102 of the National Environmental Policy Act of 1969 (42 U.S.C. 4332).

''(iii) APPROVAL REQUIREMENT.—Prior to authorizing construction activities, the Secretary shall approve—

''(I) the price estimate of the contracting agency for the entire project; and

''(II) any price agreement with the general contractor for the project or a portion of the project.

''(iv) DESIGN ACTIVITIES.—

''(I) IN GENERAL.—A contracting agency may proceed, at the expense of the contracting agency, with design activities at any level of detail for a project before completion of the review process required for the project under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) without affecting subsequent approvals required for the project.

''(II) REIMBURSEMENT.—Design activities carried out under subclause (I) shall be eligible for Federal reimbursement as a project expense in accordance with the requirements under section 109(r).

''(v) TERMINATION PROVISION.—The Secretary shall require a contract to include an appropriate termination provision in the event that a no-build alternative is selected.''.

(b) REGULATIONS.—The Secretary shall promulgate such regulations
as are necessary to carry out the amendment made by subsection
(a).

(c) EFFECT ON EXPERIMENTAL PROGRAM.—Nothing in this section
or the amendment made by this section affects the authority
to carry out, or any project carried out under, any experimental
program concerning construction manager risk that is being carried
out by the Secretary as of the date of enactment of this Act.

SEC. 1304. INNOVATIVE PROJECT DELIVERY METHODS.

(a) DECLARATION OF POLICY.—

(1) IN GENERAL.—Congress declares that it is in the national interest to promote the use of innovative technologies and practices that increase the efficiency of construction of, improve the safety of, and extend the service life of highways and bridges.

(2) INCLUSIONS.—The innovative technologies and practices described in paragraph (1) include state-of-the-art intelligent transportation system technologies, elevated performance standards, and new highway construction business practices that improve highway safety and quality, accelerate project delivery, and reduce congestion related to highway construction.

(b) FEDERAL SHARE.—Section 120(c) of title 23, United States Code, is amended by adding at the end the following:

''(3) INNOVATIVE PROJECT DELIVERY.—

''(A) IN GENERAL.—Except as provided in subparagraph (C), the Federal share payable on account of a project, program, or activity carried out with funds apportioned under paragraph (1), (2), or (5) of section 104(b) may, at the discretion of the State, be up to 100 percent for any such project, program, or activity that the Secretary determines—

''(i) contains innovative project delivery methods that improve work zone safety for motorists or workers and the quality of the facility;

''(ii) contains innovative technologies, manufacturing processes, financing, or contracting methods that improve the quality of, extend the service life of, or decrease the long-term costs of maintaining highways and bridges;

''(iii) accelerates project delivery while complying with other applicable Federal laws (including regulations) and not causing any significant adverse environmental impact; or

''(iv) reduces congestion related to highway construction.

''(B) EXAMPLES.—Projects, programs, and activities described in subparagraph (A) may include the use of—

''(i) prefabricated bridge elements and systems and other technologies to reduce bridge construction time;

''(ii) innovative construction equipment, materials, or techniques, including the use of in-place recycling technology and digital 3-dimensional modeling technologies;

''(iii) innovative contracting methods, including the design-build and the construction manager-general contractor contracting methods;

''(iv) intelligent compaction equipment; or

''(v) contractual provisions that offer a contractor an incentive payment for early completion of the project, program, or activity, subject to the condition that the incentives are accounted for in the financial plan of the project, when applicable.

''(C) LIMITATIONS.—

''(i) IN GENERAL.—In each fiscal year, a State may use the authority under subparagraph (A) for up to 10 percent of the combined apportionments of the State under paragraphs (1), (2), and (5) of section 104(b).

''(ii) FEDERAL SHARE INCREASE.—The Federal share payable on account of a project, program, or activity described in subparagraph (A) may be increased by up to 5 percent of the total project cost.''.

April 15, 2010

M E M O R A N D U M

TO: Innovative Contracting Advisory Committee (ICAC)

FROM: Kathryn E. Young
Senior Assistant Attorney General
Litigation

RE: Summary of Colorado Statutory Law

Per the request of ICAC, I have summarized below all of the pertinent Colorado statutes that govern the selection of construction contractors for public construction projects and analyze what innovative contracting methods are allowed under the current statutory scheme. Any opinions contained in this memo are informal opinions of the author only and not formal opinions of the Colorado Attorney General.

Colorado Statutory Law –

The general rule for public construction projects in Colorado is that they must be awarded through competitive sealed bidding. *See* CRS § 24-92-103(1) (attached hereto).

Currently there are only two statutory exceptions to this general rule. The first exception is the design-build statute, CRS § 43-1-1401, *et seq.* (attached). The second statutory exception is the Integrated Delivery Method for Public Projects Act which is codified at CRS § 29-93-101, *et seq*. A copy of the Act, as codified, is attached, but the key provisions are as follows:

- "Integrated project delivery" or "IPD" is defined to mean a project delivery method in which there is a contractual agreement between an agency and a single participating entity for the design, construction, alternation, operation, repair, improvement, demolition, maintenance, or financing, or any combination of these services, for a public project. 24-93-103(4)
- "Participating entity" means a partnership, corporation, joint venture, unincorporated association, or other legal entity that provides appropriately licensed planning, architectural, engineering, development, construction, operating, or maintenance services as needed in connection with an IPD contract. 24-93-103(6).
- Requests for proposals for IPD contracts shall, at a minimum, include the following evaluation factors and subfactors that shall be used to evaluate the proposals and capabilities of participating entities:
    - Price;
    - Design and technical approach to the project;
    - Past performance and experience;

- Project management capabilities, including financial resources, equipment, management personnel, project schedule, and management plan; and
- Craft labor capabilities, including adequacy of craft labor supply and access to federal or state-approved apprenticeship programs, if available. 24-93-106(1).

- The agency selects the participating entity whose proposal is most advantageous and represents the best overall value to the state. 24-93-106(2).
- The executive director of the department of transportation may establish supplemental provisions relating to bridge and highway construction contract procurement practices, including, notwithstanding any other provisions of this article, provisions governing debarment of participating agencies. 24-93-107.
- Subject to the requirements of this section, any agency making use of the provisions of this article may award any type of contract that will promote the best interests of the agency except that the use of a cost-plus-a-percentage-of-cost contract under this article is prohibited. 24-93-108.

There are three other statutes that should be mentioned. Copies of these statutes are not attached. The first is the "Public-Private Initiatives Program," codified at CRS §§ 43-1-1201 through 1209. This program allows CDOT to enter into an agreement with a public or private entity to accomplish a specific goal as allowed by the program. The two road construction items allowed by the program are the design, financing, construction, operation, maintenance, and improvement of toll roads or high occupancy toll lanes. *See* § 43-1-1202(1)(a)(X) and (1)(a)(XIII). CDOT must solicit these proposals a competitive sealed proposals pursuant to CRS § 24-103-203 (this statute allows the proposal that is determined in writing to be the most advantageous to the state be selected, taking into consideration the price and the evaluations factors set forth in the request for proposals).

The second and third are the recently created Statewide Bridge Enterprise, codified at CRS § 43-4-805 and the High-performance Transportation Enterprise, codified at CRS § 43-4-806. The majority of these statutes concerns financing issues and neither expand on the methods by which public construction projects may be awarded. The Statewide Bridge Enterprise statute does expand on the area allowed for public-private initiatives to now included the following: (1) an agreement pursuant to which the bridge enterprise or the enterprise on behalf of the department operates, maintains, or provides services or property in connection with a designated bridge project; and (2) an agreement pursuant to which a private entity designs, develops, constructs, reconstructs, repairs, operates, or maintains all or any portion of a designated bridge project on behalf of the bridge enterprise. *See* CRS § 43-4-805(5)(h).

Specific Innovative Contracting Methods[1]

1. Design-Build – this method is specially allowed pursuant to CRS § 43-1-1401, *et seq.* Any variation of a design-build contract will be allowed as long as it complies with the requirements

[1] For definitions, please refer to paper prepared by ICAC co-chair Nabil Haddad entitled "Alternative Project Delivery Methods"

of CRS § 43-1-1401, *et seq*. "Design-build contract" is defined as "the procurement of both the design and the construction of a transportation project in a single contract with a single design-build firm or a combination of such firms that are capable of providing the necessary design and construction services." CRS § 43-1-1402(3). If the project does not fit into the definition of a "design-build contract," CRS § 24-92-103(1) most likely will need to be followed and the contract awarded through competitive sealed bidding.

2. Construction Manager at Risk or CM/GC – After much contemplation on this issue and consultation with my supervisor, it is my informal opinion that CDOT could contract for the Construction Manager/General Contractor portion of this type of innovative method pursuant to the Integrated Delivery Method for Public Projects Act and select the participating entity whose proposal is most advantageous and represents the best overall value to the state. The language of the Act is vague enough to allow for the CM/GC approach. Because the Act states that "Integrated project delivery" or "IPD" is defined to mean a project delivery method in which there is a contractual agreement between an agency and a **single** participating entity, CDOT should select the design consultant on a CM/GC project through its normal consultant selection methods (CRS § 24-30-1401, *et seq.*) and, through the procurement and contract, inform both the designer and general contractor that they are to work together on the project.

3. Indefinite Delivery/Indefinite Quantity (ID/IQ) -

Based on the definition in Mr. Haddad's paper, this type of contract is not centered on how the general contractor is selected, but instead concerns bid items. An ID/IQ contract could be awarded under competitive sealed bidding or could be procured under the Integrated Delivery Method for Public Projects Act. However, in order for a contract to be signed by the Colorado State Controller, fiscal rules require a contract to have specific measurables and a maximum payable amount. An ID/IQ contract may not meet Colorado fiscal rules.

4. Agency-CM – Based on the definition in Mr. Haddad's paper, this method appears to concern scope of work, not how a consultant is selected. This contract would be allowed as long a statutory and state fiscal requirements are met.

5. Public Private Partnerships (PPP) - The Public-Private Initiatives Program, coupled with the Statewide Bridge Enterprise, allow for CDOT to solicit for proposals for toll roads, high occupancy toll lanes, and bridge projects. *See* § 43-1-1202(1)(a)(X) and (1)(a)(XIII) and 43-4-805. The Public-Private Initiatives Program also specifically allows CDOT to accept a private contribution to a transportation project. *See* CRS § 43-1-1202(1)(e). With regard to whether the private entity is compensated under the terms of a public-private initiative agreement is case specific but the understanding is that the private entity is receiving some benefit for entering into the agreement with CDOT.

6. Lump Sum Bidding – Per Mr. Haddad's definition, this method appears to concern bid items and prices, and not how a consultant is selected. This contract would be allowed as long a statutory and state fiscal requirements are met.

7. Cost-Plus-Time Bidding (A+B) – Per Mr. Haddad's definition, is method selects the contract through a low bid selection method. Thus this method would be allowed under the competitive sealed bidding statute, CRS § 24-92-103(1).

8. Multi-Parameter Bidding (A+B+C+. . .) – Per Mr. Haddad's definition, this type of innovative method evaluates several factors in determining contractor selection. Pursuant to the

Integrated Delivery Method for Public Projects Act, it is my opinion that CDOT could utilize this contracting method and select the participating entity whose proposal is most advantageous and represents the best overall value to the state. The language of the Act is vague enough to allow for the multi-parameter bidding method.

9. Alternative-Multiple Bid/Schedule/Additive – Per Mr. Haddad's definition, this method appears to concern bid items and prices, and not how a consultant is selected. This contract would be allowed as long a statutory and state fiscal requirements are met.

10. Best Value - Per Mr. Haddad's definition and other research I have conducted on this selection method, this type of innovative method evaluates several factors in determining contractor selection. Pursuant to the Integrated Delivery Method for Public Projects Act, it is my opinion that CDOT could utilize this contracting method and select the participating entity whose proposal is most advantageous and represents the best overall value to the state. The language of the Act allows for the best value selection method as long as the following criteria, at a minimum, are analyzed:

- Price;
- Design and technical approach to the project;
- Past performance and experience;
- Project management capabilities, including financial resources, equipment, management personnel, project schedule, and management plan; and
- Craft labor capabilities, including adequacy of craft labor supply and access to federal or state-approved apprenticeship programs, if available.

11. Qualifications Based Selection – As discussed above, the Integrated Delivery Method for Public Project Act allows for past performance and experience to be one factor in selecting the proposal that is most advantageous and represents the overall value to the state. However, the Act does not allow only qualifications to be considered in selection.

12. Time-Based Methods – Per Mr. Haddad's definitions, these methods address how contractors will be paid and not how they are initially selected. As long as the contractor is selected under a valid statutory method, time-based methods are allowed under Colorado law as long as the contracts comply with state fiscal rules.

13. Quality/Performance-Based Methods – I am unclear on exactly how the contractor is selected using this method. This method is most likely allowed under the Integrated Delivery Method for Public Projects Act as long as criteria delineated in Act are used to select the contractor.

entity pursuant to law or the terms of the contract, and, to the extent there are excess funds resulting from said negotiation, the balance shall be returned to the contractor. Such acceptable securities so deposited at all times shall have a market value at least equal in value to the amount so withdrawn. If at any time a public entity determines that the market value of the acceptable securities theretofore deposited has fallen below the amount so withdrawn, the public entity shall give notice thereof to the contractor, who forthwith shall deposit additional acceptable securities in an amount sufficient to reestablish a total deposit of securities equal in value to the amount so withdrawn.

Source: L. 79: Entire article added, p. 996, § 1, effective July 1. **L. 86:** Entire section amended, p. 972, § 3, effective July 1. **L. 2004:** Entire section amended, p. 227, § 2, effective August 4.

24-91-106. Escrow agreement - authority to enter into - effect on acceptable securities. (1) A public entity and the contractor may enter into an escrow contract or escrow contract and security agreement with any national bank, state bank, trust company, or savings and loan association located in this state and designated by mutual agreement of the public entity and the contractor, after notice to the surety, to provide as escrow agent for the custodial care and servicing of any acceptable securities deposited with him pursuant to this section. Such services shall include the safekeeping of the acceptable securities and the rendering of all services required to effectuate the purposes of this section and section 38-26-107, C.R.S.

(2) Any acceptable securities deposited with an escrow agent pursuant to this section shall be deemed to be in the possession of the public entity, and the public entity shall be deemed to have a perfected security interest in the acceptable securities for purposes of article 8 or 9 of title 4, C.R.S.

(3) The deposit of acceptable securities with a state or national bank, or a state or federal savings and loan association, shall not be deemed a holding of public deposits for purposes of article 10.5 or 47 of title 11, C.R.S.

Source: L. 79: Entire article added, p. 997, § 1, effective July 1. **L. 86:** Entire section amended, p. 972, § 4, effective July 1. **L. 96:** (2) amended, p. 246, § 24, effective July 1.

24-91-107. Custodian for acceptable securities - collection of interest income - payable to contractor. The public entity or any national bank, state bank, trust company, or savings and loan association located in this state and designated by mutual agreement of the public entity and the contractor to serve as custodian for the acceptable securities pursuant to section 24-91-106 shall collect all interest and income when due on the acceptable securities so deposited and shall pay them, when and as collected, to the contractor who deposited the acceptable securities. If the deposit is in the form of coupon bonds, the escrow agent shall deliver each coupon, as it matures, to the contractor. Any expense incurred for this service shall not be charged to the public entity.

Source: L. 79: Entire article added, p. 997, § 1, effective July 1. **L. 86:** Entire section amended, p. 972, § 5, effective July 1.

24-91-108. Retained payments - amount deducted by a public entity. Any amount deducted by a public entity, pursuant to law or the terms of a contract, from the retained payments otherwise due to the contractor thereunder shall be deducted first from that portion of the retained payments for which no acceptable securities have been substituted and then from the proceeds of any deposited acceptable securities, in which case, the contractor shall be entitled to receive the interest, coupons, or income only from those acceptable securities which remain on deposit after such amount has been deducted.

Source: L. 79: Entire article added, p. 997, § 1, effective July 1. **L. 86:** Entire section amended, p. 973, § 6, effective July 1.

24-91-109. Retained payments - disbursement. All retained payments and interest thereon disbursed to any contractor under any contract with a public entity covered under this article shall be disbursed to each subcontractor by the contractor. The disbursement of such retained payments and interest shall be in proportion to the respective amounts of retained payments, if any, which the contractor theretofore has withheld from his subcontractors if the subcontractor has performed under his contract with the contractor.

Source: L. 79: Entire article added, p. 997, § 1, effective July 1.

24-91-110. Contracts excepted from article. The provisions of this article shall not apply in the case of a contract made or awarded by any public entity if a part of the contract price is to be paid with funds from the federal government or from some other source and if the federal government or such other source has requirements concerning retention or payment of funds which are applicable to the contract and which are inconsistent with this article.

Source: L. 79: Entire article added, p. 998, § 1, effective July 1.

ARTICLE 92

Construction Bidding for Public Projects

24-92-101.	Short title.	24-92-107.	Prequalification of contractors.
24-92-102.	Definitions.	24-92-108.	Types of contracts.
24-92-103.	Construction of public projects - competitive sealed bidding.	24-92-109.	Agency of government to submit cost estimate.
24-92-104.	Exemptions - applicability.	24-92-110.	Rules and regulations.
24-92-104.5.	Solicitation of bids by electronic on-line access - department of transportation.	24-92-111.	Audit.
		24-92-112.	Finality of determinations.
24-92-105.	Cancellation of invitations for bids.	24-92-113.	Reporting of anticompetitive practices.
24-92-106.	Responsibility of bidders and offerors.	24-92-114.	Prohibition of dividing work of public project.

24-92-101. Short title. This article shall be known and may be cited as the "Construction Bidding for Public Projects Act".

Source: L. 81: Entire article added, p. 1254, § 1, effective July 1.

24-92-102. Definitions. As used in this article, unless the context otherwise requires:

(1) "Agency of government" means any agency, department, division, board, bureau, commission, institution, or section of this state which is a budgetary unit exercising construction contracting authority or discretion.

(2) "Construction contract" or "contract" means any agreement for building, altering, repairing, improving, or demolishing any public project of any kind. For the purposes of this article, the terms include capital construction and controlled maintenance, as defined in section 24-30-1301.

(3) "Cost" means the total cost of labor, materials, provisions, supplies, equipment rentals, equipment purchases, insurance, supervision, engineering, clerical, and accounting services, the value of the use of equipment, including its replacement value, owned by a state agency, and reasonable estimates of other administrative costs not otherwise directly attributable to the public project which may be reasonably apportioned to such project in accordance with generally accepted cost accounting principles and standards.

(4) "Cost-reimbursement contract" means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this article.

(5) "Invitation for bids" means all documents, whether attached or incorporated by reference, utilized for soliciting bids.

(6) "Low responsible bidder" means any contractor who has bid in compliance with the invitation to bid and within the requirements of the plans and specifications for a public project, who is the low bidder, and who has furnished bonds or their equivalent as required by law.

(7) "Project description" means the words used in a solicitation to describe the construction to be performed, and includes specifications attached to, or made a part of, the solicitation.

(8) (a) "Public project" means any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.

(b) Except as provided in paragraph (c) of this subsection (8), "public project" does not include any project for which appropriation or expenditure of funds may be reasonably expected not to exceed one hundred fifty thousand dollars in the aggregate for any fiscal year. Nothing in this paragraph (b) shall affect the requirements for the delivery of bonds or security pursuant to sections 24-105-202, 38-26-105, and 38-26-106, C.R.S.

(c) "Public project" does not include any project under the supervision of the department of transportation for which appropriation or expenditure of funds may be reasonably expected not to exceed one hundred fifty thousand dollars in the aggregate of any fiscal year.

(9) "Responsible officer" means the person having overall contract administration responsibility for an agency of government.

Source: L. 81: Entire article added, p. 1254, § 1, effective July 1. **L. 98:** (8) amended, p. 1042, § 1, effective August 5. **L. 2001:** (8)(b) amended, p. 214, § 1, effective August 8.

24-92-103. Construction of public projects - competitive sealed bidding. (1) All construction contracts for public projects shall be awarded by competitive sealed bidding except as otherwise provided in section 24-92-104.

(2) An invitation for bids shall be issued and shall include a project description and all contractual terms and conditions applicable to the public project.

(3) Adequate public notice of the invitation for bids shall be given at least fourteen days prior to the date set forth therein for the opening of bids, pursuant to rules. Such notice may include publication by electronic on-line access pursuant to section 24-92-104.5 or in a newspaper of general circulation at least fourteen days prior to bid opening or in an electronic medium approved by the executive director of the department of personnel.

(4) Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified by rules, together with the name of each bidder, shall be entered on a record, and the record shall be open to public inspection. After the time of the award, all bids and bid documents shall be open to public inspection in accordance with the provisions of sections 24-72-203 and 24-72-204.

(5) Bids shall be unconditionally accepted, except as authorized by subsection (7) of this section. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life-cycle costs.

(6) Withdrawal of inadvertently erroneous bids before the award may be permitted pursuant to rules if the bidder submits proof of evidentiary value which clearly and convincingly demonstrates that an error was made. Except as otherwise provided by rules, all decisions to permit the withdrawal of bids based on such bid mistakes shall be supported by a written determination made by the responsible officer.

(7) The contract shall be awarded with reasonable promptness by written notice to the low responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event that all bids for a construction project exceed available

funds, as certified by the appropriate fiscal officer, the responsible officer is authorized, in situations where time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsible bidder in order to bring the bid within the amount of available funds; except that the functional specifications integral to completion of the project may not be reduced in scope, taking into account the project plan, design, and specifications and quality of materials.

Source: L. 81: Entire article added, p. 1255, § 1, effective July 1. **L. 98:** (3) amended, p. 1097, § 11, effective June 1. **L. 2009:** (3) amended, (SB 09-290), ch. 374, p. 2041, § 7, effective August 5.

Editor's note: Subsection (3) was amended in a 2009 act that was passed without a safety clause. The act, or portions thereof, may not take effect if the people exercise their right to petition under article V, section 1 (3) of the state constitution. For further explanation concerning the effective date, see page ix of this volume.

ANNOTATION

Law reviews. For article, "The Potential and Perils of Colorado Public Construction Contracting", see 16 Colo. Law. 2131 (1987). For article, "Post-Award Bid Shopping in the Colorado Public Construction Industry", see 18 Colo. Law. 1739 (1989).

24-92-104. Exemptions - applicability. (1) The provisions of section 24-92-103 shall not apply to:

(a) A public project for which the agency of government receives no bids or for which all bids have been rejected; or

(b) A situation for which the responsible officer determines it is necessary to make emergency procurements or contracts because there exists a threat to public health, welfare, or safety under emergency conditions, but such emergency procurements or contracts shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

(c) Contracts for architectural, engineering, land surveying, and landscape architectural services as provided for in part 14 of article 30 of this title.

(2) Nothing in this article shall be construed to affect or limit any additional requirements imposed upon an agency of government for awarding contracts for public projects.

(3) This article shall not apply to any county, municipality, school district, special district, or political subdivision of the state and shall not be construed to affect any requirements which may otherwise apply to such entities for awarding contracts for public projects, except as provided in section 24-92-109.

Source: L. 81: Entire article added, p. 1256, § 1, effective July 1.

ANNOTATION

Law reviews. For article, "The Potential and Perils of Colorado Public Construction Contracting", see 16 Colo. Law. 2131 (1987).

24-92-104.5. Solicitation of bids by electronic on-line access - department of transportation. The executive director of the department of transportation may invite bids using electronic on-line access, including the internet, for purposes of acquiring construction contracts for public projects on behalf of the department of transportation.

Source: L. 98: Entire section added, p. 1097, § 12, effective June 1.

24-92-105. Cancellation of invitations for bids. An invitation for bids or any other solicitation may be cancelled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation when it is in the best interests of the agency of government. The reasons for any cancellation or rejection shall be made part of the contract file.

Source: L. 81: Entire article added, p. 1256, § 1, effective July 1.

24-92-106. Responsibility of bidders and offerors. (1) A written determination of nonresponsibility of a bidder or offeror shall be made pursuant to rules. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror.

(2) Information furnished by a bidder or offeror pursuant to this section shall not be disclosed without prior written consent by the bidder or offeror.

Source: L. 81: Entire article added, p. 1256, § 1, effective July 1.

24-92-107. Prequalification of contractors. Prospective contractors may be prequalified for particular types of construction, and the method of compiling a list of and soliciting from such potential contractors shall be pursuant to rules.

Source: L. 81: Entire article added, p. 1257, § 1, effective July 1.

24-92-108. Types of contracts. Subject to the limitations of this section, any type of contract which will promote the best interests of the agency of government may be used; except that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the agency of government than any other type of contract or that it is impracticable to obtain the construction required unless the cost-reimbursement contract is used.

Source: L. 81: Entire article added, p. 1257, § 1, effective July 1.

24-92-109. Agency of government to submit cost estimate. (1) Whenever an agency of government proposes to undertake the construction of a public project reasonably expected to cost in excess of fifty thousand dollars by any means or method other than by a contract awarded by competitive bid, it shall prepare and submit a cost estimate in the same manner as other bidders; except that, for projects under the supervision of the department of transportation undertaken by such means or method, the department shall prepare and submit a cost estimate if the project is reasonably expected to exceed one hundred fifty thousand dollars. Cost estimates in excess of fifty thousand dollars but less than or equal to one hundred fifty thousand dollars shall be submitted to the transportation commission on at least a quarterly basis for its review and approval. Such agency of government itself may not undertake the proposed project unless it shows the lowest cost estimate.

(2) In preparing such cost estimate, the agency of government shall preserve a full, true, and accurate record of the cost of such project. Such records shall be kept and maintained by the responsible officer on behalf of the agency of government. To the extent the agency of government contracts with any other state or local government agency in connection with a public project, such other agency shall provide all necessary data or information to enable the agency of government to document a full, true, and accurate record of the cost of such project, which data or information shall be kept in an orderly manner by the agency of government for a period of at least six years after completion of the project. All such records shall be considered public records and shall be made available for public inspection.

(3) State agencies shall not be required to be bonded when performing the work on a public project.

Source: L. 81: Entire article added, p. 1257, § 1, effective July 1. **L. 98:** (1) amended, p. 1042, § 2, effective August 5.

24-92-110. Rules and regulations. The executive director of the department of personnel shall promulgate rules and regulations which are designed to implement the provisions of this article; except that the executive director of the department of transportation shall promulgate rules and regulations relating to bridge and highway construction bidding practices including, notwithstanding any other provisions of this article, rules governing debarment of contractors. The rules shall include provisions requiring agencies of government to keep certain public project records, even if duplicative, in accordance with generally accepted cost accounting principles and standards.

Source: L. 81: Entire article added, p. 1257, § 1, effective July 1. **L. 83:** Entire section amended, p. 1025, § 1, effective April 21. **L. 84:** Entire section amended, p. 293, § 3, effective April 30. **L. 91:** Entire section amended, p. 1068, § 38, effective July 1. **L. 95:** Entire section amended, p. 661, § 90, effective July 1.

Cross references: For the legislative declaration contained in the 1995 act amending this section, see section 112 of chapter 167, Session Laws of Colorado 1995.

24-92-111. Audit. If any agency of government is alleged to be in violation of or in material noncompliance with this article or the rules and regulations promulgated thereunder, the legislative audit committee shall be advised, in writing, of the activities alleged to be in violation or noncompliance. The legislative audit committee shall give notice to the agency, which shall have ten days to respond to such allegation. If the said committee thereafter determines that there is a reasonable probability of a violation or material noncompliance, the committee shall take appropriate action and may direct the state auditor to conduct an audit and review of the records being kept by such agency. If the state auditor determines that the agency has violated or has not complied or is not complying with this article or the rules and regulations promulgated thereunder, a written report shall be issued to the agency detailing the areas of violation or noncompliance and curative recommendations. The agency shall implement the recommendations of the state auditor within a time period set by him not to exceed six months.

Source: L. 81: Entire article added, p. 1257, § 1, effective July 1.

24-92-112. Finality of determinations. The determinations required by sections 24-92-103 (6), 24-92-104, 24-92-106 (1), and 24-92-108 are final and conclusive unless they are clearly erroneous, arbitrary, capricious, or contrary to law.

Source: L. 81: Entire article added, p. 1258, § 1, effective July 1.

24-92-113. Reporting of anticompetitive practices. When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the attorney general.

Source: L. 81: Entire article added, p. 1258, § 1, effective July 1.

ANNOTATION

Law reviews. For article, "Post-Award Bid Shopping in the Colorado Public Construction Industry", see 18 Colo. Law. 1739 (1989).

24-92-114. Prohibition of dividing work of public project. It is unlawful for any person to divide a work of a public project into two or more separate projects for the sole purpose of evading or attempting to evade the requirements of this article.

Source: L. 81: Entire article added, p. 1258, § 1, effective July 1.

ARTICLE 93

Construction Contracts

24-93-101. Short title.
24-93-102. Legislative declaration.
24-93-103. Definitions.
24-93-104. Integrated project delivery contracts - authorization - effect of other laws.
24-93-105. Integrated project delivery contracting process - prequalification of participating entities - apprentice training.
24-93-106. Requests for proposals - evaluation and award of integrated project delivery contracts.
24-93-107. Supplemental provisions.
24-93-108. Types of contracts.

24-93-101. Short title. This article shall be known and may be cited as the "Integrated Delivery Method for Public Projects Act".

Source: L. 2007: Entire article added, p. 1805, § 1, effective August 3.

24-93-102. Legislative declaration. (1) The general assembly hereby finds and declares that:

(a) It is the policy of the state of Colorado to encourage public contracting procedures that encourage competition, openness, and impartiality to the maximum extent possible.

(b) Competition exists not only in the costs of goods and services, but also in the technical competence of the providers and suppliers in their ability to make timely completion and delivery and in the quality and performance of their products and services.

(c) Timely and effective completion of public projects may be achieved through a variety of methods when procuring goods and services for public projects.

(d) In enacting this article, the general assembly intends to establish for any agency of state government an optional alternative public project delivery method.

Source: L. 2007: Entire article added, p. 1805, § 1, effective August 3.

24-93-103. Definitions. As used in this article, unless the context otherwise requires:

(1) "Agency" means any agency, department, division, board, bureau, commission, institution, or other agency of the executive, legislative, or judicial branch of state government that is a budgetary unit exercising construction contracting authority or discretion.

(2) "Contract" means any agreement for designing, building, altering, repairing, improving, demolishing, operating, maintaining, or financing a public project. For purposes of this article, "contract" includes capital construction as defined in section 24-30-1301 (1).

(3) "Cost-reimbursement contract" means a contract under which a participating entity is reimbursed for costs that are allowable and that is allocable in accordance with the contract terms and provisions of this article.

(4) "Integrated project delivery" or "IPD" means a project delivery method in which there is a contractual agreement between an agency and a single participating entity for the design, construction, alteration, operation, repair, improvement, demolition, maintenance, or financing, or any combination of these services, for a public project.

(5) "IPD contract" means a contract using an integrated project delivery method.

(6) "Participating entity" means a partnership, corporation, joint venture, unincorporated association, or other legal entity that provides appropriately licensed planning, architectural, engineering, development, construction, operating, or maintenance services as needed in connection with an IPD contract.

(7) "Public project" means any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any operation or maintenance programs for the operation and upkeep of such projects.

Source: L. 2007: Entire article added, p. 1806, § 1, effective August 3.

24-93-104. Integrated project delivery contracts - authorization - effect of other laws. (1) Notwithstanding any other provision of law, any agency may award an IPD contract for a public project in accordance with the provisions of this article upon the determination by such agency that integrated project delivery represents a timely or cost-effective alternative for a public project.

(2) Nothing in this article is intended to affect or limit the applicability of article 91 or 92 of this title to the extent the provisions of said articles are not inconsistent with the provisions of this article. To the extent there is a conflict between the provisions of article 91 or 92 of this title and this article, the provisions of this article shall control.

(3) Nothing in this article shall be construed as exempting any agency or participating entity from applicable federal, state, or local laws, rules, resolutions, or ordinances governing labor relations, professional licensing, public contracting, or other related laws, except to the extent that an exemption is granted under such legal authority or created by necessary implication from such legal authority.

Source: L. 2007: Entire article added, p. 1806, § 1, effective August 3.

24-93-105. Integrated project delivery contracting process - prequalification of participating entities - apprentice training. (1) An agency may prequalify participating entities for IPD contracts by public notice of its request for qualifications prior to the date set forth in the notice. Any such request for qualifications may contain the following elements and such additional information as may be requested by the agency:

(a) A general description of the proposed public project;

(b) Relevant budget considerations;

(c) Requirements of the participating entity, including:

(I) If the participating entity is a partnership, limited partnership, limited liability company, joint venture, or other association, a listing of all of the partners, general partners, members, joint venturers, or association members known at the time of the submission of qualifications;

(II) Evidence that the participating entity, or the constituent entities or members thereof, has completed or has demonstrated the experience, competency, capability, and capacity, financial and otherwise, to complete projects of similar size, scope, or complexity;

(III) Evidence that the proposed personnel of the participating entity have sufficient experience and training to completely manage and complete the proposed public project; and

(IV) Evidence of all applicable licenses, registrations, and credentials required to provide the proposed services for the public project, including but not limited to information on any revocation or suspension of any such license, registration, or credential;

(d) The criteria for prequalification.

(2) From the participating entities responding to the request for qualifications, the agency shall prepare and announce a short list of participating entities that it determines to be most qualified to receive a request for proposal.

(3) Where an apprentice training program certified by the office of apprenticeship located in the employment and training administration in the United States department of labor exists in the state, or a comparable program for the training of apprentices is available in the state:

(a) Each participating entity shall demonstrate to the agency that it has access to either the certified program or a comparable alternative; and

(b) Each participating entity shall demonstrate that each of its subcontractors, at any tier, selected to perform work under a contract with a value of two hundred fifty thousand dollars or more has access to either the certified program or a comparable alternative.

Source: L. 2007: Entire article added, p. 1807, § 1, effective August 3.

24-93-106. Requests for proposals - evaluation and award of integrated project delivery contracts. (1) An agency shall prepare and publish a request for proposals for each IPD contract that complies with the requirements of this section. Requests for proposals for IPD contracts shall, at a minimum, include the following evaluation factors and subfactors that shall be used to evaluate the proposals and capabilities of participating entities:

(a) Price;

(b) Design and technical approach to the project;

(c) Past performance and experience;

(d) Project management capabilities, including financial resources, equipment, management personnel, project schedule, and management plan; and

(e) Craft labor capabilities, including adequacy of craft labor supply and access to federal or state-approved apprenticeship programs, if available.

(2) The agency responsible for the IPD contract shall select, on the basis of these factors, and any other factors and subfactors included in the request for solicitation as authorized by this section, the participating entity whose proposal is most advantageous and represents the best overall value to the state.

(3) Requests for proposals may contain additional relevant factors and subfactors as determined by the agency, which may include:

(a) The procedures to be followed for submitting proposals;

(b) The criteria for evaluation of a proposal, which criteria may provide for selection of a proposal on a basis other than solely the lowest costs estimates submitted;

(c) The procedures for making awards;

(d) Required performance standards as defined by the participating entity;

(e) A description of the drawings, specifications, or other submittals to be provided with the proposal, with guidance as to the form and the acceptable level of completion of the drawings, specifications, or submittals;

(f) Relevant budget considerations or, for an IPD contract that includes operation or maintenance services, the life-cycle cost analysis for the contract;

(g) The proposed scheduling for the project; and

(h) The stipend, if any, to be paid to participating entities responding to the request for proposals who appear on the agency's short list pursuant to section 24-93-105 (2) but whose proposals are not selected for award of the IPD contract.

(4) After obtaining and evaluating proposals according to the criteria and procedures set forth in the request for proposals in accordance with the requirements specified in subsection (1) of this section, an agency may accept the proposal that, in its estimation, represents the best value to the agency. Acceptance of a proposal shall be by written notice to the participating entity that submitted the accepted proposal.

(5) With respect to performance under each IPD contract, the agency and participating entity shall comply with all laws applicable to public projects.

(6) Notwithstanding any other provision of law, a participating entity selected for award of an IPD contract shall not be required to be licensed or registered to provide professional services, as defined in section 24-30-1402 (6), if the person or firm actually performing any such professional services on behalf of the participating entity is appropriately licensed or registered and if the participating entity otherwise complies with applicable state licensing laws and requirements related to such professional services.

Source: L. 2007: Entire article added, p. 1808, § 1, effective August 3.

24-93-107. Supplemental provisions. The executive director of the department of personnel may establish supplemental provisions that are designed to implement the provisions of this article; except that the executive director of the department of transportation may establish supplemental provisions relating to bridge and highway construction contract procurement practices, including, notwithstanding any other provision of this article, provisions governing debarment of participating entities.

Source: L. 2007: Entire article added, p. 1809, § 1, effective August 3.

24-93-108. Types of contracts. Subject to the requirements of this section, any agency making use of the provisions of this article may award any type of contract that will promote the best interests of the agency; except that the use of a cost-plus-a-percentage-of-cost contract under this article is prohibited. An agency may award a cost-reimbursement contract only when a determination is made in writing that such contract is either likely to be less costly to the agency than any other type of contract or that it is impracticable to obtain the required construction or other services authorized under this article unless the cost-reimbursement contract is used. Operation and maintenance elements may be procured on a cost-reimbursement basis under or in connection with an IPD contract.

Source: L. 2007: Entire article added, p. 1810, § 1, effective August 3.

PROCUREMENT CODE

ARTICLE 101

Procurement Code - General Provisions

PART 1

PURPOSES, CONSTRUCTION, AND APPLICATION

24-101-101. Short title.
24-101-102. Purposes - rules of construction.
24-101-103. Supplementary general principles of law applicable.
24-101-104. Requirement of good faith.
24-101-105. Application of this code.

PART 2

DETERMINATIONS

24-101-201. Determinations.

PART 3

DEFINITIONS

24-101-301. Definitions.

PART 4

PROCUREMENT RECORDS AND INFORMATION

24-101-401. Public access to procurement information.
24-101-402. Retention of procurement records.

PART 1

PURPOSES, CONSTRUCTION, AND APPLICATION

24-101-101. Short title. Articles 101 to 112 of this title shall be known and may be cited as the "Procurement Code", referred to in said articles as the "code".

Source: L. 81: Entire article added, p. 1259, § 1, effective January 1, 1982.

24-101-102. Purposes - rules of construction. (1) This code shall be construed and applied to promote its underlying purposes and policies.

(2) The underlying purposes and policies of this code are:

Source: L. 97: Entire part added, p. 1623, § 2, effective June 4.

PART 14

DESIGN-BUILD CONTRACTS

Law reviews: For article, "Design-Build Contracts for Colorado Highway Construction: New Contractual Issues—Part I", see 29 Colo. Law. 49 (February 2000); for article, "Design-Build Contracts for Colorado Highway Construction: New Contractual Issues—Part II", see 29 Colo. Law. 53 (March 2000).

43-1-1401. Legislative declaration. (1) The general assembly hereby finds and declares that:

(a) The increased population growth and economic activity within the state has resulted in the significant and growing demand for increased construction and reconstruction of highways and other transportation projects within the state to facilitate the movement of people, goods, and information;

(b) As a result of the increased federal and state funding provided to the department of transportation in recent years for transportation projects, together with the increasing number, size, and complexity of planned transportation projects, the department will benefit from the use of a faster, more efficient, and more cost-effective contractor selection and procurement process to design and construct transportation projects;

(c) A design-build selection and procurement process will provide the department of transportation with: A savings of time, cost, and administrative burden; improved quality expectations with respect to the schedule and budget of transportation projects, as well as completion of such projects; and a reduction in the risks associated with transportation projects, including reduced duplication of expenses and improved coordination of efforts to meet the transportation needs of Colorado.

(2) The general assembly intends that this part 14 authorize the department of transportation to enter design-build contracts and to use an adjusted score design-build selection and procurement process for particular transportation projects regardless of the minimum or maximum cost of such projects, based on the individual needs and merits of such projects, and subject to approval by the transportation commission. The general assembly also intends that the department's use of an adjusted score design-build contract process shall not prohibit use of the low bid process currently used by the department pursuant to part 1 of article 92 of title 24 and part 14 of article 30 of title 24, C.R.S.

Source: L. 99: Entire part added, p. 256, § 1, effective April 9.

43-1-1402. Definitions. As used in this part 14:

(1) "Adjusted score design-build contract process" means a process to award contracts based on the lowest adjusted score of proposals submitted to the department.

(2) "Best value" means the overall maximum value of a proposal to the department after considering all of the evaluation factors described in the specifications for the transportation project or the request for proposals, including but not limited to the time needed for performance of the contract, innovative design approaches, the scope and quality of the work, work management, aesthetics, project control, and the total cost of the transportation project.

(3) "Design-build contract" means the procurement of both the design and the construction of a transportation project in a single contract with a single design-build firm or a combination of such firms that are capable of providing the necessary design and construction services. A design-build contract may also include in the contract the procurement of the financing, operation, or maintenance of the project.

(4) "Design-build firm" means any company, firm, partnership, corporation, association, joint venture, or other entity permitted by law to practice engineering, architecture, or construction contracting in the state of Colorado.

(4.5) "Force majeure" means fire, explosion, action of the elements, strike, interruption of transportation, rationing, shortage of labor, equipment, or materials, court action, illegality, unusually severe weather, act of God, act of war, or any other cause that is beyond the control of the party performing work on a design-build transportation or utility relocation project and that could not have been prevented by the party while exercising reasonable diligence.

(4.7) "Project specific utility relocation agreement" means an agreement entered into by the department and a utility company for the purpose of performing utility relocation work necessitated by a design-build transportation project. The agreement may incorporate reasonable and appropriate conditions, including, but not limited to, conditions for ensuring:

(a) The prompt performance of utility relocation work by either the utility company or the contractor for the design-build transportation project, as specified in the agreement;

(b) The cooperation of the utility company with the contractor for the design-build transportation project;

(c) The timely repayment of any funds advanced to the utility company for the relocation construction, including interest based on the costs incurred by the department for advancing the funds; and

(d) The payment by the utility company of any damages caused by the company's delay in the performance of the relocation work or interference with the performance of the project by any other contractor, except when such delay or interference is caused by a force majeure.

(5) "Transportation project" means any project that the department is authorized by law to undertake including but not limited to a highway, tollway, bridge, mass transit, intelligent transportation system, traffic management, traveler information services, or any other project for transportation purposes.

(6) "Utility company" or "utility" shall have the same meaning as set forth in 23 CFR 645.105.

Source: L. 99: Entire part added, p. 257, § 1, effective April 9. **L. 2000:** (4.5), (4.7), and (6) added, p. 1610, § 1, effective June 1. **L. 2007:** (6) amended, p. 2050, § 103, effective June 1. **L. 2009:** (3) amended, (SB 09-108), ch. 5, p. 55, § 17, effective March 2.

43-1-1403. Authority to use a design-build contract process. Notwithstanding any other provision of law to the contrary, the department may select a design-build firm and award a design-build contract for a transportation project as provided in this part 14. The department may include a warranty provision in any design-build contract that requires the design-build firm to perform maintenance services on the completed transportation project.

Source: L. 99: Entire part added, p. 258, § 1, effective April 9.

43-1-1404. Criteria. (1) The department may use a design-build contract for a transportation project if the design work for such project must be performed before a potential bidder can develop a price or cost proposal for such project and if the chief engineer of the engineering, design, and construction division determines that using a design-build contract is appropriate. The chief engineer shall consider the following factors in making a determination pursuant to this subsection (1):

(a) The extent to which the transportation project requirements are adequately defined;

(b) The time constraints for completing the transportation project;

(c) The capability and experience of potential design-build firms;

(d) The suitability of the transportation project to a design-build contract; and

(e) The capability of the department to manage the design-build contract.

(2) The department may use a design-build contract regardless of the estimated minimum or maximum cost of a transportation project.

Source: L. 99: Entire part added, p. 258, § 1, effective April 9.

43-1-1405. Public notice procedures. At least forty-five days prior to the anticipated date of selecting a design-build firm for a transportation project, the department shall publish a public notice at least twice in one or more daily newspapers of general circulation in the state. The public notice shall set forth a general description of the transportation project.

Source: L. 99: Entire part added, p. 258, § 1, effective April 9.

43-1-1406. General procedures. (1) The department shall describe in the specifications for the transportation project the particular design-build contract and selection procedures to be used in awarding such contract, including but are not limited to the following:

(a) A scope of work statement that defines the transportation project and provides prospective design-build firms with sufficient information regarding the department's requirements for the transportation project;

(b) If the department uses an adjusted score design-build contract process to select a design-build firm, a scope of work statement that is flexible and that identifies the end result that the department wants to achieve. The department may determine the adjustment factors and methods it will use to adjust scores and shall state such factors and methods in the specifications for the transportation project. The department may also provide a general concept of the transportation project to potential design-build firms. Adjusted score design-build procedures shall consist of the following two phases:

(I) In the first phase, the department shall issue a request for qualifications within the time specified in section 43-1-1405 to solicit proposals that include information on the design-build firm's qualifications and its technical approach to the proposed transportation project. The department shall include appropriate evaluation factors in the request for qualifications, including the factors set forth in section 24-30-1403 (2), C.R.S. The department shall not include cost-related or price-related factors in the request for qualifications. In accordance with the time requirements specified in the department's rules, the department shall develop a short list of the highest qualified design-build firms from the proposals submitted in response to the request for qualifications.

(II) In the second phase, the department shall issue a request for proposals to the design-build firms included on the short list developed pursuant to subparagraph (I) of this paragraph (b) in accordance with the time requirements specified in the department's rules. The request for proposals shall include:

(A) A request to separately submit a sealed technical proposal and a sealed cost proposal for the transportation project;

(B) The required content of the technical proposal to be submitted by the design-build firm, including design concepts for the transportation project, the proposed solutions to the requirements addressed in the department's scope of work statement, or both;

(C) Any other evaluation factors the department considers appropriate, including the estimated cost of the transportation project; and

(D) Any formula the department determines is appropriate to adjust the total score of a design-build firm's proposal.

(2) Except as provided in this subsection (2), the department shall allow the preference to Colorado residents provided in section 8-19-101, C.R.S., in awarding an adjusted score design-build contract pursuant to this part 14. In evaluating and selecting a proposal for a design-build contract under this part 14, the department shall assign greater value to a proposal in proportion to the extent such proposal commits to using Colorado residents to perform work on the transportation project. If, however, the department determines that compliance with this subsection (2) may cause the denial of federal moneys that would otherwise be available for the transportation project or if such compliance would otherwise be inconsistent with the requirements of federal law, the department shall suspend the

preference granted under this subsection (2) only to the extent necessary to prevent denia of federal moneys or to eliminate the inconsistency with federal law.

(3) The department may use any basis for awarding a design-build contract pursuant tc this part 14 that it deems appropriate so long as the basis for awarding such contract i: adequately described in the specifications for the transportation project or the request fo proposals. Such basis may include awarding a contract to the design-build firm whos proposal provides the best value to the department.

(4) The department may cancel any request for qualifications, request for proposals, o other solicitation issued pursuant to this part 14 or may reject any or all proposals in whol or in part when the department determines that such cancellation or rejection is in the bes interest of the department.

(5) If the department awards a design-build contract pursuant to this part 14, th department shall execute a design-build contract with the successful design-build firm an shall give notice to said firm to commence work on the transportation project.

Source: L. 99: Entire part added, p. 258, § 1, effective April 9.

43-1-1407. Stipulated fee. At its discretion, the department may award a stipulatec fee to the design-build firms that submit responsive proposals but that are not awarded th design-build contract for a transportation project. The department shall not be required tc award such stipulated fee, but if it elects to award such fee for a transportation project, th department shall identify the availability and the amount of such fee in its request fo proposals.

Source: L. 99: Entire part added, p. 260, § 1, effective April 9.

43-1-1408. Commission approval required. The department shall obtain approval from the transportation commission prior to using an adjusted score design-build contract process for any transportation project.

Source: L. 99: Entire part added, p. 260, § 1, effective April 9.

43-1-1409. Rule-making authority. (1) The department may adopt rules in accordance with sections 43-1-110 and 24-4-103, C.R.S., to:

(a) Establish requirements for the procurement of design-build contracts that it determines necessary or appropriate, including but not limited to rules implementing the design-build selection and contract procedures, subcontracting, and the warranty provisions of this part 14; and

(b) Further define and implement the processes and procedures for the performance of utility relocation work necessitated by a design-build transportation project, including, but not limited to, the allocation of responsibility for damages due to delay among the department, the design-build contractor, and utility companies that do not enter into project specific utility relocation agreements, and the creation of a forum and process to resolve changes in the conditions of the design-build transportation project that impact utility relocation work when the department and a utility company have not entered into a project specific utility relocation agreement.

Source: L. 99: Entire part added, p. 260, § 1, effective April 9. **L. 2000:** Entire section amended, p. 1611, § 2, effective June 1.

43-1-1410. Utility relocation - legislative declaration. (1) The general assembly hereby finds and declares that:

(a) The department is authorized by law to use a design-build process for transportation projects that allows for the improved coordination, scheduling, and timely performance of transportation projects, resulting in time and cost efficiency;

(b) The scheduling and timely performance of design-build transportation projects partially depend upon the coordination with utility companies for the prompt performance of utility relocation work necessitated by the project;

(c) Increased coordination between the department and utility companies is in the public interest and the encouragement and requirement of prompt performance of utility relocation work within the design-build transportation project performance schedule will reduce delays and costs of the projects;

(d) The preferred approach for utility relocation work in a design-build transportation project is for the utility company to authorize the department's design-build contractor to engage the services of the utility company's prequalified contractors for the design and construction of the relocation work because it places the responsibility for the timely performance of the utility relocation work on the design-build contractor and removes the risk of utility relocation delays from multiple utility companies;

(e) Current law limits the department's authority in relation to payment for utility relocation, and nothing in this part 14 is intended to alter the department's obligation to pay for utility relocations pursuant to section 43-1-225 or to pay for utility relocations when utility facilities are located on easements owned by the utility;

(f) Allowing the department to fund the design of the utility relocation work necessitated by a design-build transportation project will foster the coordination of the utility relocation work, which is in the public interest;

(g) In the interest of the public, the department, the design-build contractor, and the utility company should coordinate their efforts, perform the utility relocation work in accordance with the design-build transportation project performance schedule, and allocate the responsibility for any damages caused by a party's failure to timely perform the relocation work, except when such failure is due to a force majeure;

(h) The review and approval of the utility company of any design work prior to the commencement of any utility relocation construction in relation to a design-build transportation project will assure that such work meets the quality standards and construction methods of the utility company. The department also recognizes the obligation of utility companies to maintain service to their customers, and the department agrees to work within utility company terms and conditions to maintain service continuity.

(i) For purposes of design-build transportation projects, allowing the department to provide and condemn, when necessary, a replacement easement for a utility company to relocate its facilities when the utility company's facilities are located in an easement owned by the utility company and to pay for the future relocation of a utility company's facilities if no replacement easement is provided is in the public interest.

Source: L. 2000: Entire section added, p. 1611, § 3, effective June 1.

43-1-1411. Project specific utility relocation agreements. (1) Notwithstanding any other provision of law, if a utility company enters into a project specific utility relocation agreement with the department, the department may:

(a) Pay for the performance of the design work to relocate a utility company's facilities that are affected by the scope of the design-build transportation project;

(b) Advance funds for the performance of the construction work to relocate a utility company's facilities affected by the scope of the design-build transportation project; except that any advance of funds pursuant to this paragraph (b) shall be subject to full repayment by the utility company with interest based on the cost incurred by the department for advancing the funds; and

(c) Perform any utility relocation work through the contractor for the design-build transportation project in accordance with the utility company's specifications for the relocation work and subject to the utility company's prior review and written approval of the relocation work to assure that the work meets the quality standards and construction methods of the company. The performance of any relocation work shall also be subject to inspection and approval by the utility company, during the performance of the work and prior to completion of the relocation work, and the department shall take appropriate measures to ensure service continuity.

(2) It is the intent of the general assembly that the department work with the utility company to come to a mutually satisfactory agreement with the utility company so that the design-build transportation project may proceed to be constructed in an efficient manner without causing interruption of utility services. If the utility company is unable to reach a project specific utility relocation agreement with the project manager negotiating such agreement for the department, the utility company shall be provided the opportunity to address its concerns with the department's district engineer, who shall give due consideration to all issues raised by the utility company and shall strive to accommodate reasonable modifications requested by the utility company to the department's proposed project specific utility relocation agreement. If an agreement cannot be reached between the district engineer and the utility company, the executive director of the department shall review the disputed issues and seek to resolve the dispute. If the executive director is unable to reach agreement with the utility company, the executive director shall prepare a written report setting forth the reasons that the dispute could not be resolved and shall provide such report to the utility company within three business days.

(3) For any utility company that chooses not to enter into a project specific utility relocation agreement with the department for the performance of utility relocation work:

(a) The department may direct the utility company to perform or allow the performance of the utility relocation work within the performance schedule for the design-build transportation project;

(b) The utility company shall pay for damages caused by the company's delay in the performance of the utility relocation work or interference with the performance of the design-build transportation project by other contractors, including, but not limited to, payments made by the department to any third party based on a claim that performance of the design-build transportation project was delayed or interfered with as a direct result of the utility company's failure to timely perform the utility relocation work; except that damages resulting from delays in the performance of the utility relocation work caused by a force majeure shall not be charged to the utility company; and

(c) The department may withhold issuance of a permit for the location or installation of other facilities to a utility company until the company pays the department damages caused by the company's delay in the performance of the relocation work or interference with the performance of the design-build transportation project by any other contractor. Any person aggrieved by an action of the department in denying a permit may apply to a court of competent jurisdiction for appropriate relief pursuant to the Colorado rules of civil procedure or section 24-4-106, C.R.S.

(4) The department shall provide written notice to any utility company of a design-build transportation project that will require the relocation of the company's facilities as soon as practicable following the environmental clearance for the project. The notice shall include all available and relevant information concerning the project, including the performance schedule for the project within which the utility relocation work must be completed in order to coordinate with and avoid delay in the performance of the project.

(5) When feasible, the department shall provide a replacement easement for a utility company whose facilities are to be relocated from an easement owned by the utility company to accommodate a design-build transportation project, and the department shall condemn the replacement easement when necessary. If no replacement easement is provided, the department shall fund the initial relocation of the easement owner's facilities and shall also fund all future relocations of those utility companies whose facilities occupy the easement at the time of the design-build transportation project at the department's sole expense in lieu of compensating the utility companies for the loss of the easement. The utility company shall quitclaim to the department that portion of the easement that is replaced or extinguished.

(6) Nothing in this section or in section 43-1-1412 shall change the authority, rights, responsibilities, or obligations of the department or of any owner of real or personal property in an eminent domain proceeding or any existing statutory or case law applicable to eminent domain proceedings.

Source: L. 2000: Entire section added, p. 1613, § 3, effective June 1.

build transportation project to the department's contractor for the project pursuant to a project specific utility relocation agreement, the utility company shall not be responsible to the department for any damages caused by the delay in the performance of the relocation work or the interference by the department's contractor in the performance of any part of the project by another contractor.

(2) (a) When a utility company chooses to perform any utility relocation work necessitated by a design-build transportation project, the utility company shall complete the relocation work within the time specified in the project specific utility relocation agreement or in the performance schedule for the project as set forth in the written notice provided to the company by the department in accordance with section 43-1-1411 (4). The company shall not interfere with the performance of the design-build transportation project by any other contractor.

(b) Notwithstanding the provisions of section 43-1-1411 (3) (b), a utility company shall not be liable for damages caused by the failure to timely perform the relocation work or the interference with the performance of the design-build transportation project by any other contractor when the failure to perform or the interference is caused by a force majeure.

Source: L. 2000: Entire section added, p. 1615, § 3, effective June 1.

PART 15

PROVISION OF RETAIL OR COMMERCIAL GOODS AND SERVICES AT PUBLIC TRANSPORTATION TRANSFER FACILITIES ON DEPARTMENT-OWNED PROPERTY

Cross references: For the legislative declaration contained in the 1999 act enacting this part 15, see section 1 of chapter 88, Session Laws of Colorado 1999.

43-1-1501. Definitions. As used in this part 15, unless the context otherwise requires:

(1) "Public entity" includes, but is not limited to, a public body, as that term is defined in section 32-9-103 (11), C.R.S., and any other governmental entity, agency, or official.

(2) "Retail goods and services" means all goods and services sold to the public.

(3) "Transfer facility" means a public park-n-ride, bus terminal, light rail station, or other bus or rail transfer facility operated on property that is owned by the department.

Source: L. 99: Entire part added, p. 263, § 5, effective April 9.

43-1-1502. Provision of retail and commercial goods and services at transfer facilities on department property. Any public entity other than the department shall obtain the approval of the executive director of the department before negotiating and entering into any agreement with any person or public entity for the provision of retail and commercial goods and services to the public at a transfer facility that is located on property that is owned by the department and leased to the regional transportation district or such other public entity for the operation of such transfer facility.

Source: L. 99: Entire part added, p. 263, § 5, effective April 9.

43-1-1503. Department transfer facilities - provision of retail and commercial goods and services. (1) Notwithstanding the provisions of section 43-3-101, the executive director shall have the authority to negotiate and enter into agreements with any person or public entity for the provision of retail and commercial goods and services to the public at any transfer facility that is owned, leased, or operated by the department.

(2) Any person or public entity obtaining the use of any portion of a transfer facility that is owned, leased, or operated by the department for the provision of retail or to the department include the provision of real property, services, or capital improvements to facilities used in transit services.

(3) Any use of a transfer facility that is owned, leased, or operated by the department for the provision of retail or commercial goods or services shall not be implemented if the use would reduce transit services or the availability of adequate parking for the public or would result in a competitive disadvantage to a private business reasonably near a transfer facility engaging in the sale of similar goods and services. The provision of retail and commercial goods and services at transfer facilities that are owned, leased, or operated by the department shall be designed to offer convenience to transit customers and shall not be conducted in a manner that encourages automobile traffic from nontransit users.

(4) Any development of any portion of a transfer facility owned, leased, or operated by the department and made available by the department for the provision of retail or commercial goods or services shall be subject to all applicable laws, ordinances, and regulations of any municipality, county, or city and county in which the transfer facility is located, including planning and zoning regulations.

Source: L. 99: Entire part added, p. 263, § 5, effective April 9.

43-1-1504. Possessory interests in transfer facilities - taxation. Any person obtaining a possessory interest in any portion of a transfer facility located on property that is owned by the department for the provision of retail or commercial goods or services pursuant to this section shall be deemed in control of that portion of the facility and shall be subject to property taxation to the extent of the person's possessory interest in that portion of the facility.

Source: L. 99: Entire part added, p. 264, § 5, effective April 9. **L. 2002:** Entire section amended, p. 1009, § 5, effective August 7.

PART 16

SAFE ROUTES TO SCHOOL

43-1-1601. Safe routes to school program. (1) The commission shall establish and the department shall administer a safe routes to school program to distribute federal funds received by the state to political subdivisions of the state for projects to improve safety for pedestrians and bicyclists in school areas.

(2) Projects funded by grants under the safe routes to school program may include:

(a) Construction of paved shoulders to be used as bike routes;

(b) Construction of multiple-use bicycle and pedestrian trails and pathways;

(c) Construction, replacement, and improvement of sidewalks;

(d) Installation and improvement of pedestrian and bicycle crossings;

(e) Construction and improvement of on-street bicycle facilities, including bike lanes;

(f) Installation of safety signs, including, but not limited to, traffic signals;

(g) Educational programs;

(h) Implementation of traffic-calming programs in neighborhoods near schools;

(i) Traffic diversion improvements;

(j) Construction or improvement of bicycle parking facilities; and

(k) Other projects authorized by applicable federal laws or regulations.

(3) Grants shall be awarded under the safe routes to school program based on:

(a) The demonstrated need of the applicant;

(b) The potential of the proposed project to reduce injuries and fatalities among children;

CMGC Acronyms and Definitions

Agreement or **Contract:** A written standard Construction Manager/General Contractor services agreement entered into by CDOT and the Contractor for the performance of the Work and payment therefore.

Amendment: A written revision to an Agreement, signed by the Contractor, the State Controller, and the Principal Representative or its authorized agent, issued after the Effective Date of the Agreement, authorizing a change in either the Work, the method of performance, or manner of performance or an adjustment in the Fixed Limit of Construction Cost, Contract Sum, the Contractor's CMGC Preconstruction Fee, or the Term.

Bid Package: A substantially complete Plans, Specifications, and Estimate package from which a CAP proposal can be prepared for LLTP or any Construction Phase and that may be advertised through the CDOT low-bid procurement process.

Colorado Department of Transportation (CDOT): The Principal Representative.

Change Order: A written revision signed by the Contractor and CDOT, issued after the execution of an Agreement, authorizing a change in the Work or the method or manner of performance.

CMGC Construction Contract: The agreement between CDOT and the Contractor to perform construction activities for any approved Construction CAP.

CMGC Management Price Percentage: The fee percentage to be applied to all LLTP CAP and Construction CAP proposals equal to the amount of profit, overhead, and construction general conditions.

CMGC Services: The tasks performed by a Contractor as specified in the CMGC Services RFP.

Constructability Report: A written report that reviews each Bid Package at agreed upon Milestones for constructability and feasibility, which includes, but is not limited to, a brief cost and risk analysis with regard to constructability.

Construction Agreed Price (CAP): The maximum amount for which all Work required for each Construction Phase, excepting LLTP, shall be accomplished (including the CMGC Management Price Percentage).

Construction Phase: The stage of Work performed by the Contractor in the construction of the Work from award of construction contracts for any Bid Package until the Final Acceptance of such Bid Package by CDOT. The Construction Phase excludes all Design Services.

Contract Documents: Collectively, the Agreement and all attached Exhibits, CDOT's Standard Specifications for Road and Bridge Construction, RFP, RFP Addendums, Contractor's Proposal, and Contract Amendment(s) incorporating Bid Packages and Exhibits.

Contract Goal: The percentage of the contract that the Contractor must make good faith efforts to fulfill with DBE participation. The contract goal is based on the type of Work included in each project and the availability of ready, willing and able DBEs to perform such Work. A separate Contract Goal is established for each Bid Package.

Contractor: The individual, joint venture, partnership, or corporation that has been selected by CDOT by virtue of its in-house capabilities of budgeting, cost estimating, management and labor relations personnel, and required technical and professional services expertise to work with CDOT and the Design Consultant in order to help formulate the Project budget; furnish the Design Consultant with the information on construction technology and market conditions to help ensure that the Project design stays within the Project budget, Fixed Limit of Construction Cost, and aggregate of LLTP CAPs and Construction CAPs; and manage the procurement effort.

Contractor's CMGC Preconstruction Fee: The lump sum amount to be paid by the Principal Representative to the Contractor for Work performed by the Contractor through the Design Phase, which is equal to the amount of the fees and costs for administrative costs, overhead and profit, including, but not limited to, all resources needed to perform the duties described in the RFP.

Cost Model: The open and transparent document that the Contractor develops and uses through the Design Phase so that estimates and assumptions are communicated to the Principal Representative, Design Consultant, and Independent Cost Estimator.

Critical Path Method (CPM): A mathematically based algorithm for scheduling a set of project activities, which is an important tool for effective project management. It involves constructing a model of the project, including a list of all activities required to complete the project (typically categorized within a Work breakdown structure), the time (duration) that each activity will construction take to completion, and the dependencies between the activities.

Date of Completion: The date certified by the Principal Representative when the Work, or designated portion thereof, is complete in accordance with the Contract Documents.

Day: Any calendar day, unless specifically designated otherwise.

Design Consultant: The legally approved professional Design Consultant, or group or association or professional corporation of such approved professional Design Consultants, engineers and consultants, who have contracted with the Principal Representative to accomplish Design Services necessary for the Project.

Design Services: The architectural and engineering services provided by the Design Consultant and/or the Contractor.

Direct Cost of the Work: Those items included in any Construction CAP that, pursuant to the Construction General Conditions, are directly related to construction and not otherwise defined under such Construction Phase.

Disadvantaged Business Enterprise (DBE): A business currently certified as a "Disadvantaged Business Enterprise" by the Colorado Unified Certification Program.

Disadvantaged Business Enterprise (DBE) Program: CDOT's DBE program which has been developed in accordance with 49 CFR Part 26 and approved by the Federal Highway Administration.

Dispute Resolution: The process through which the Parties (Principal Representative and the Contractor) agree to resolve any issue related to an Agreement that may result in Disputes and Claims.

Disputes and Claims: All disputes and/or claims concerning contract price, time, payment, and/or interpretation of this Agreement. Disputes and Claims include, but are not limited to, any disagreement resulting from a delay, a Change Order, any Modification, another written order, or an oral order from the Principal Representative, including any direction, instruction, interpretation, or determination by the Principal Representative; interpretations of the Agreement provisions, Drawings, Plans, or Specifications; or the existence of alleged differing site conditions.

Drawings: All Plans and Specifications approved by the Principal Representative that have been prepared by the Design Consultant showing the Work for the Project to be performed.

Emerging Small Business (ESB): A business currently certified as an "Emerging Small Business" by the CDOT Civil Rights and Business Resource Center.

ESB Program: CDOT's "Emerging Small Business Program," which is governed by 2 CCR 604-1 and the ESB Program Guidelines.

Field Inspection Review (FIR): The Plan review that occurs when the Plans and Specifications are at the percent completed specified in the Bid Package.

Final Acceptance or **Finally Complete:** The stage in the progress of the Work for any LLTP Phase or Design Phase, after Substantial Completion, when all remaining items of Work for such phase have been completed, all requirements of the Contract Documents related to such phase are satisfied, and the CDOT Acceptance Letter for such phase can be issued. Portions of the phase may be separately and partially deemed Finally Complete at the discretion of the Principal Representative when that portion of the phase reaches such stage of completion and a partial CDOT Acceptance Letter for such phase can be issued.

Final Office Review (**FOR)**: The Plan review that occurs when the Plans and Specifications are at the percent completed specified in the Bid Package

Fixed Limit of Construction Cost: The dollar amount available for the total cost for performance of all LLTP CAPs and Construction CAPs as designed or specified by the Design Consultant.

Health and Safety Plan: Site-specific safety and health policies to protect the health and safety of workers, staff, and visitors.

Independent Cost Estimate: An estimate that is conducted with the Project design and construction information independent of the Principal Representative, Design Consultant, and Contractor.

Independent Cost Estimator (ICE): The designee of the Principal Representative tasked to perform the Independent Cost Estimate.

Innovation Tracking and Performance Report: A report that tracks all innovations offered by the Contractor, Principal Representative, and Design Consultant team members. It also tracks the performance of these innovations during any Construction Phase or LLTP of the Project.

Key Personnel: The listed work force in the Project Management Team/Capability in "Contractor's Proposal," which is part of the Proposal that constitutes an Agreement by the Contractor to make the personnel available to complete the Work.

Long Lead-Time Procurement (LLTP): Materials and equipment that must be ordered and/or procured in advance of the Construction Phase for which they shall be used.

LLTP CAP: The maximum dollar amount for which any LLTP shall be procured and it shall be computed by the Contractor in accordance with the provisions of the RFP. The CMGC Management Price Percentage is applied to all LLTP CAP proposals. For any LLTP CAP to be accepted by the Principal Representative, the Owner's Estimate and the Contractor's CAP must be within a percentage acceptable to the Principal Representative.

Material Sourcing Plan: The plan that details how the Contractor will handle bids from material vendors for any LLTP CAP or Construction CAP proposals. This plan is part of the open Cost Model required as part of any Bid Package development.

Milestone: A point in the Design Phase where Plans, Specifications, and estimates are at an agreed-upon completion point. Milestone examples include FIR, FOR, and LLTP CAP and Construction CAP proposals.

Modification: A revision such as (1) a written Amendment to an Agreement signed by all parties, (2) a Change Order, or (3) a written interpretation issued by the Principal Representative.

Notice: Any communication in writing from either contracting party to the other by such means of delivery that receipt cannot be properly denied.

Notice of Termination: The delivered Notice that informs the Contractor that the Agreement between the State and the Contractor is being terminated for the convenience of the State or for default.

Opinion of Probable Construction Cost (OPCC): The cost to complete the Work for a LLTP or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such LLTP or Construction Phase to complete the Work. Each Opinion of Probable Construction Cost shall be

produced in an open book process throughout the Design Phase of the Project so that the Principal Representative, the Design Consultant, and the Independent Cost Estimator can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

Owner's Estimate: The estimate reviewed and approved by the Principal Representative to be compared to each OPCC or CAP. The Independent Cost Estimate can serve as the Owner's Estimate if approved by the Principal Representative.

Pay Estimate: A request for payment for Work completed on a monthly basis and pursuant to the Standard Specifications.

Plans: The detailed plans and standard plans, in which calculated dimensions govern over scaled dimensions.

Preconstruction Phase: The phase of Work in which CMGC Services, LLTP, and Design Services are performed.

Principal Representative: CDOT or its designee, as shall be specifically identified in the Contract Documents.

Procurement Review Report: The report detailing any LLTP CAP plans, warranties, liquidated damages, procurement strategies, schedules, and details required for LLTPs.

Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, Cost Models, Risk Registers, communications, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

Project: The total design and construction of the project as identified in the RFP which is part of the Proposal, of which the Work performed under the Contract Documents is a part and may include construction by the Principal Representative or by separate contractors.

Project Management Software: Software approved by the Principal Representative that aids in contract control and managing the various tasks and activities of the Project.

Project Manager: A qualified individual authorized by the Contractor to be responsible for coordinating time, equipment, money, tasks, and people for all or specified portions of the Project.

Project Schedule: A schedule that is prepared by the Contractor that shall be used for coordination, for evaluation of progress, for evaluation of changes to the Agreement, and to ensure the timely completion of the Work as called for in the Contract Documents.

Quality Control Plan: The plan describing the Contractor's strategy to ensure quality and compliance in construction.

Risk Management Plan: The plan that identifies and assesses risk and includes a completed Risk Register detailing risks, mitigation, and the assigned responsibility for each risk.

Risk Register: A listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

Sample: A physical example that illustrates materials, equipment, or reasonable workmanship and establishes standards by which the Work shall be judged.

Schedule of Bid Items: The part of the Contract Documents for any LLTP CAP or Construction CAP proposals that includes an itemized description of the Work by division and section of the Specifications.

Shop Drawings: Drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or any Subcontractor of any tier, manufacturer, Supplier, or distributor, to illustrate some portion of the Work.

Specifications: The detailed, exact statement of particulars, especially statements prescribing materials and methods and quality of Work for any LLTP or Construction Phase, and include, but are not limited to, Project special provisions and standard special provisions.

Standard Specifications: The provisions outlined in CDOT's *Standard Specifications for Road and Bridge Construction*.

State: The State of Colorado, unless otherwise specified.

Subcontracting Plan: A Contractor-developed plan that outlines the Contractor's expected approach to subcontracting in the construction phases.. The Subcontracting Plan shall detail the opportunities that the Contractor has identified for possible participation by ESBs and DBEs. The Subcontracting Plan shall be included in each Bid Package prepared by the Contractor and may be considered by CDOT when determining the goal for DBE participation to be applied to the Construction Phase.

Subcontractor: A person, firm, or corporation supplying labor and materials, or only labor, for all or any portion of the Work, under separate Contract or Agreement with the Contractor.

Substantial Completion or **Substantially Complete**: The stage in the progress of the Work for any LLTP or Preconstruction Phase when the procurement or CMGC Services are sufficiently complete, in accordance with the Contract Documents as modified by any Amendment or Change Order, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion for such phase can be issued. Portions of the phase may, at the discretion of the Principal Representative, be designated as Substantially Complete.

Superintendent: The Contractor's authorized employee held responsible in charge of the Work.

Supplier: Any manufacturer, fabricator, distributor, material man, or vendor.

Term: The period covered by the Agreement.

Termination Claim: A claim that results from termination of an Agreement pursuant to the provisions of the Agreement.

Termination Date: The date the Agreement shall come to an end.

Value Engineering: A study or activity that helps to design and provide deliverables that meet customer needs at the lowest cost while assuming a standard of quality and reliability.

Work: The CMGC Services and all LLTPs required by the Contract Documents, whether completed or partially completed, including all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

Worker and Public Safety Plan: The report detailing how the Contractor will provide a safe work site and provide safety for the travelling public.

Working Day: Any day, exclusive of Saturdays, Sundays, and State and federal holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed with the normal working force engaged in performing those items controlling the completion of the Work.

Project Delivery Selection Matrix

Dated 6-27-14

Overview

This document provides a formal approach for selecting project delivery methods for highway projects. The information below lists the project delivery methods followed by an outline of the process, instructions, and evaluation worksheets for use by CDOT staff and project team members. By using these forms, a brief Project Delivery Selection Report can be generated for each individual project. The primary objectives of this tool are:

- Present a structured approach to assist Agencies in making project delivery decisions;
- Assist Agencies in determining if there is a dominant or optimal choice of a delivery method; and
- Provide documentation of the selection decision.

Background

The project delivery method is the process by which a construction project is comprehensively designed and constructed including project scope definition, organization of designers, constructors and various consultants, sequencing of design and construction operations, execution of design and construction, and closeout and start-up. Thus, the different project delivery methods are distinguished by the manner in which contracts between the agency, designers and builders are formed and the technical relationships that evolve between each party inside those contracts. Currently, there are several types of project delivery systems available for publicly funded transportation projects. The most common systems are Design-Bid-Build (DBB), Design-Build (DB), and Construction Manager/General Contractor (CMGC). No single project delivery method is appropriate for every project. Each project must be examined individually to determine how it aligns with the attributes of each available delivery method.

Primary delivery methods

Design-Bid-Build is the traditional project delivery method in which an agency designs, or retains a designer to furnish complete design services, and then advertises and awards a separate construction contract based on the designer's completed construction documents. In DBB, the agency "owns" the details of design during construction and as a result, is responsible for the cost of any errors or omissions encountered in construction.

Design-Build is a project delivery method in which the agency procures both design and construction services in the same contract from a single, legal entity referred to as the design-builder. The method typically uses Request for Qualifications (RFQ)/Request for Proposals (RFP) procedures rather than the DBB Invitation for Bids procedures. The design-builder controls the details of design and is responsible for the cost of any errors or omissions encountered in construction.

Construction Manager / General Contractor is a project delivery method in which the agency contracts separately with a designer and a construction manager. The agency can perform design or contract with an engineering firm to provide a facility design. The agency selects a construction manager to perform construction management services and construction works. The significant characteristic of this delivery method is a contract between an agency and a construction manager who will be at risk for the final cost and time of construction. Construction industry/Contractor input into the design

development and constructability of complex and innovative projects are the major reasons an agency would select the CMGC method. Unlike DBB, CMGC brings the builder into the design process at a stage where definitive input can have a positive impact on the project. CMGC is particularly valuable for new non-standard types of designs where it is difficult for the agency to develop the technical requirements that would be necessary for DB procurement without industry input.

Facilitation of the tool

When embarking on using the project delivery selection tool for the first time, it is recommended that a facilitator is brought in for the workshop. The facilitator will assist with working through the tool and provide guidance for discussing the project and selection of a delivery method. This individual should be knowledgeable about the process and should be consistently used. The facilitator also helps to answer questions and make sure the process stays on track and the team moves towards a formal selection.

Participation

Using the project delivery selection matrix is only as good as the people who are involved in the selection workshop. Therefore, it is necessary to have a collection of individuals to participate in the selection of the delivery method. The selection team needs to include the project manager, the project engineer, a representative of the procurement/contracting office, and any other CDOT staff that is crucial to the project. In addition, the selection team might want to consider including representatives from specialty units and from the local jurisdictions where the project is located. However, it is important to keep the selection team to a minimum amount of participants. Otherwise, the selection process can take a long time to complete. Normally, 3-7 people represent a selection team, but this number should be based on the specific project being analyzed.

Potential bias

The best approach for the participants of the workshop is to keep an open mind about the delivery method to choose. However, there might be participants that have a preconceived notion about the delivery method to use on a project. When this occurs, it is best to discuss that person's ideas with the entire selection team at the beginning of the workshop. Putting that person's ideas on the table helps others to understand the choice that person has in mind. Then, it is important to acknowledge this person's ideas, but to remind that person to keep an open mind as the team works through the selection process.

Pre-workshop Tasks

Before conducting the selection workshop, a few tasks can be completed by the workshop participants. Preparing for the workshop prior to conducting it will result in a much more concise and informative session. It is advised that participants review all known project information, goals, risks, and constraints prior to the workshop. The best approach is to complete the *Project Delivery Description*, the *Project Delivery Goals*, and the *Project Delivery Constraints* worksheets before conducting the workshop. Completing the three worksheets will shorten the time needed to review the project and allows the workshop team to move right into the selection process.

Project Delivery Selection Process

The process is shown in the outline below and a flowchart on the next page. It consists of individual steps to complete the entire process. The steps should be followed in sequential order.

STAGE I - Project Attributes, Goals, and Constraints

A. Delivery methods to consider
    1. Design-Bid-Build
    2. Design-Build
    3. Construction Manager / General Contractor
B. Project Description/Goals/Constraints
    1. Project attributes
    2. Set project goals
    3. Identify project dependent constraints
    4. Discuss project risks

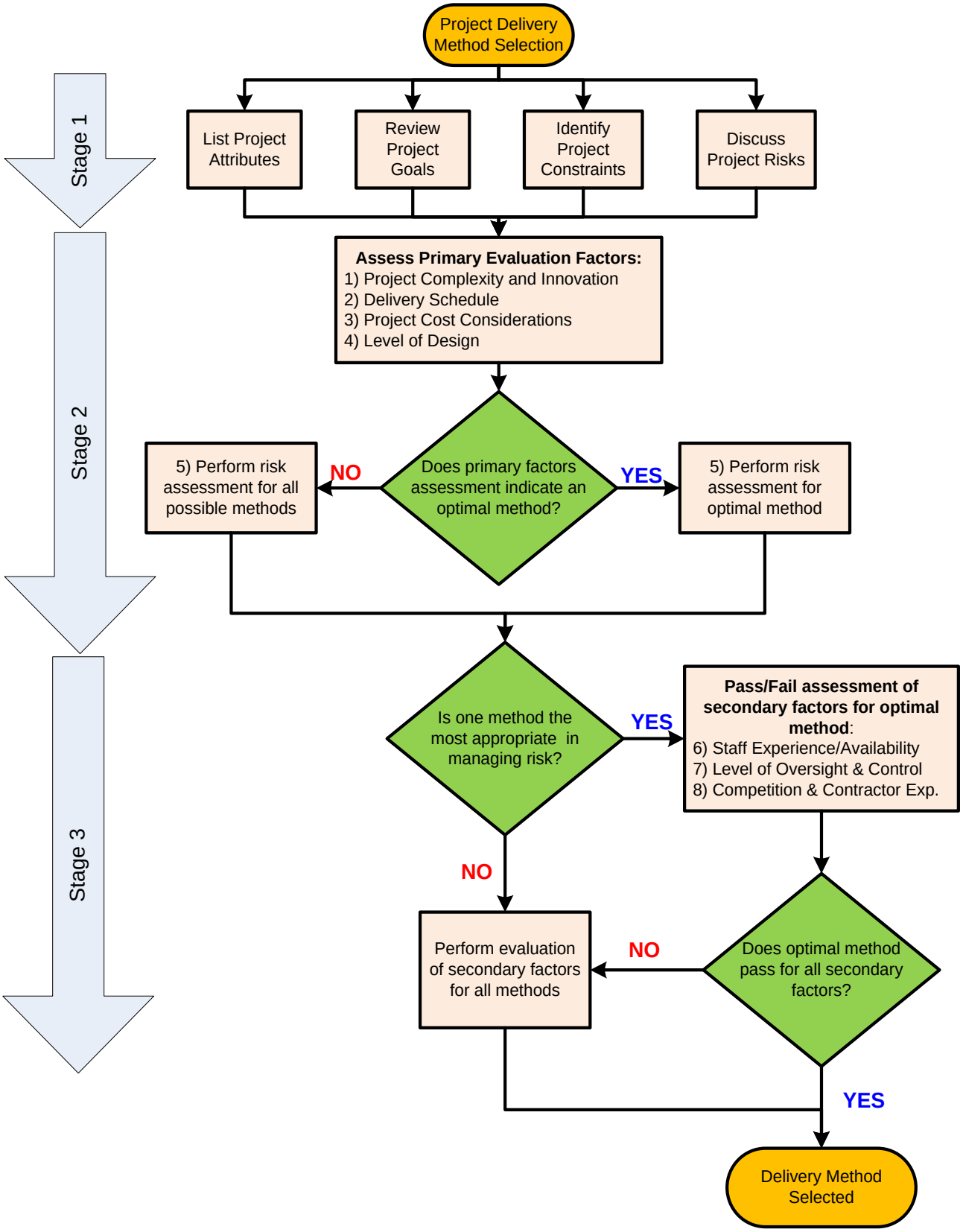
STAGE II – Primary Factor Evaluation

A. Assess the primary factors (these factors most often determine the selection)
    1. Complexity and Innovation
    2. Delivery Schedule
    3. Project Cost Considerations
    4. Level of Design
B. If the primary factors indicate there is a clear choice of a delivery method, then:
    5i. Perform a risk assessment for the desired delivery method to ensure that risks can be properly allocated and managed, and then move on to Stage III Part A
C. If the primary factors do not indicate a clear choice of a delivery method, then:
    5ii. Perform a risk assessment for all delivery methods to determine which method can properly allocate and manage risks, and then move on to Stage III Part B

STAGE III – Secondary Factor Evaluation

A. Perform a pass/fail analysis of the secondary factors to ensure that they are not relevant to the decision.
    6. Staff Experience/Availability (Agency)
    7. Level of Oversight and Control
    8. Competition and Contractor Experience
B. If pass/fail analysis does not result in clear determination of the method of delivery, then perform a more rigorous evaluation of the secondary factors against all potential methods of delivery

NOTE: Typically, the entire selection process can be completed by the project team in a 3 hour workshop session, as long as each team member has individually reviewed and performed the assessment prior to the workshop.



Flowchart of the Project Delivery Selection Process

Project Delivery Selection Matrix Worksheets and Forms

The following forms and appendices are included to facilitate this process.

Project delivery description worksheet

Provide information on the project. This includes size, type, funding, risks, complexities, etc. All information should be developed for the specific project.

Project delivery goals worksheet – including example project goals

A careful determination of the project goals is an instrumental first step of the process that will guide both the selection of the appropriate method of delivery for the project.

Project delivery constraints worksheet - including example project constraints

Carefully review all possible constraints to the project. These constraints can potentially eliminate a project delivery method before the evaluation process begins.

Project risks worksheet

In addition to project goals and constraints, a detailed discussion of project risks is a critical step that helps with evaluation of the selection factors.

Project delivery selection summary form

The Project Delivery Selection Summary summarizes the assessment of the eight selection factors for the three delivery methods. The form is qualitatively scored using the rating provided in the table below. The form also includes a section for comments and conclusions. The completed Project Delivery Selection Summary should provide an executive summary of the key reasons for the selection of the method of delivery.

Rating Key	
++	Most appropriate delivery method
+	Appropriate delivery method
–	Least appropriate delivery method
X	Fatal Flaw (discontinue evaluation of this method)
NA	Factor not applicable or not relevant to the selection

Workshop blank form

This form can be used by the project team for additional documentation of the process. In particular, it can be used to elaborate the evaluation of the *Assessment of Risk* factor.

Project delivery methods selection factor opportunities / obstacles form

These forms are used to summarize the assessments by the project team of the opportunities and obstacles associated with each delivery method relative to each of the eight Selection Factors. The bottom of each form allows for a qualitative

conclusion using the same notation as described above. Those conclusions then are transferred to the *Project Delivery Selection Summary Form***.**

Project delivery methods opportunities / obstacles checklists

These forms provide the project team with direction concerning typical delivery method opportunities and obstacles associated with each of the eight Selection Factors. However, these checklists include general information and are not an all-inclusive checklist. Use the checklists as a supplement to developing project specific opportunities and obstacles.

Risk assessment guidance form

Because of the unique nature of Selection Factor 5, *Assessment of Risk*, this guidance section provides the project team with additional assistance for evaluation of the risk factor including: Typical Transportation Project Risks; a General Project Risks Checklist; and a Risk Opportunities/Obstacles Checklist.

Project Delivery Description

The following items should be considered in describing the specific project. Other items can be added to the bottom of the form if they influence the project delivery decision. Relevant documents can be added as appendices to the final summary report.

Project Attributes
Project Name:
Location:
Estimated Budget:
Estimated Project Delivery Period:
Required Delivery Date (if applicable):
Source(s) of Project Funding:
Project Corridor:
Major Features of Work – pavement, bridge, sound barriers, etc.:
Major Schedule Milestones:
Major Project Stakeholders:
Major General Obstacles:
Major Obstacles with Right of Way, Utilities, and/or Environmental Approvals:
Major Obstacles during Construction Phase:
Safety Issues:
Sustainable Design and Construction Requirements:

Project Delivery Goals

An understanding of project goals is essential to selecting an appropriate project delivery method. Therefore, project goals should be set prior to using the project delivery selection matrix. Typically, the project goals can be defined in three to five items and need to be reviewed here. Example goals are provided below, but the report should include project-specific goals. These goals should remain consistent over the life of the project.

Project-Specific Goals
Goal #1:
Goal #2:
Goal #3:
Goal #4:
Goal #5:

General Project Goals (For reference)

Schedule

- Minimize project delivery time
- Complete the project on schedule
- Accelerate start of project revenue

Cost

- Minimize project cost
- Maximize project budget
- Complete the project on budget
- Maximize the project scope and improvements within the project budget

Quality

- Meet or exceed project requirements
- Select the best team
- Provide a high quality design and construction constraints
- Provide an aesthetically pleasing project

Functional

- Maximize the life cycle performance of the project
- Maximize capacity and mobility improvements
- Minimize inconvenience to the traveling public during construction
- Maximize safety of workers and traveling public during construction

Project Delivery Constraints

There are potential aspects of a project that can eliminate the need to evaluate one or more of the possible delivery methods. A list of general constraints can be found below the table and should be referred to after completing this worksheet. The first section below is for general constraints and the second section is for constraints specifically tied to project delivery selection.

General Constraints
Source of Funding:
Schedule constraints:
Federal, state, and local laws:
Third party agreements with railroads, ROW, etc:
Project Delivery Specific Constraints
Project delivery constraint #1:
Project delivery constraint #2:
Project delivery constraint #3:
Project delivery constraint #4:
Project delivery constraint #5:

General Project Constraints

Schedule

- Utilize federal funding by a certain date
- Complete the project on schedule
- Weather and/or environmental impact

Cost

- Project must not exceed a specific amount
- Minimal changes will be accepted
- Some funding may be utilized for specific type of work (bridges, drainage, etc)

Quality

- Must adhere to standards proposed by the Agency
- High quality design and construction constraints
- Adhere to local and federal codes

Functional

- Traveling public must not be disrupted during construction
- Hazardous site where safety is a concern
- Return area surrounding project to existing conditions

Project Risks

Identified Project Risks
Project Risk:
Project Risk:
Project Risk:
Project Risk:
Project Risk:
Project Risk:
Project Risk:
Project Risk:
Project Risk:
Project Risk:

General Risk Categories to Consider

1. Site Conditions and Investigations
2. Utilities
3. Railroads
4. Drainage/Water Quality
5. Environmental
6. Third-party Involvement
7. Organizational
8. Design
9. Construction
10. Right-of-Way

Project Delivery Selection Summary

Determine the factors that should be considered in the project delivery selection, discuss the opportunities and obstacles related to each factor, and document the discussion on the following pages. Then complete the summary below.

PROJECT DELIVERY METHOD OPPORTUNITY/OBSTACLE SUMMARY			
	DBB	**DB**	**CMGC**
Primary Selection Factors			
1. Project Complexity & Innovation			
2. Project Delivery Schedule			
3. Project Cost Considerations			
4. Level of Design			
5. Risk Assessment			
Secondary Selection Factors			
6. Staff Experience/Availability (Agency)			
7.Level of Oversight and Control			
8. Competition and Contractor Experience			

Rating Key	
++	Most appropriate delivery method
+	Appropriate delivery method
–	Least appropriate delivery method
X	Fatal Flaw (discontinue evaluation of this method)
NA	Factor not applicable or not relevant to the selection

Project Delivery Selection Summary Conclusions and Comments

Project Delivery Selection Matrix Primary Factors

1) Project Complexity and Innovation

Project complexity and innovation is the potential applicability of new designs or processes to resolve complex technical issues.

DESIGN-BID-BUILD - Allows Agency to fully resolve complex design issues and qualitatively evaluate designs before procurement of the general contractor. Innovation is provided by Agency/Consultant expertise and through traditional agency directed processes such as VE studies and contractor bid alternatives.

Opportunities	Obstacles	Rating

CMGC - Allows independent selection of designer and contractor based on qualifications and other factors to jointly address complex innovative designs through three party collaboration of Agency, designer and Contractor. Allows for a qualitative (non-price oriented) design but requires agreement on CAP.

Opportunities	Obstacles	Rating

DESIGN-BUILD - Incorporates design-builder input into design process through best value selection and contractor proposed Alternate Technical Concepts (ATCs) – which are a cost oriented approach to providing complex and innovative designs. Requires that desired solutions to complex projects be well defined through contract requirements.

Opportunities	Obstacles	Rating

2) Delivery Schedule

Delivery schedule is the overall project schedule from scoping through design, construction and opening to the public. Assess time considerations for starting the project or receiving dedicated funding and assess project completion importance.

DESIGN-BID-BUILD - Requires time to perform sequential design and procurement, but if design time is available has the shortest procurement time after the design is complete.

Opportunities	Obstacles	Rating

CMGC - Quickly gets contractor under contract and under construction to meet funding obligations before completing design. Parallel process of development of contract requirements, design, procurements, and construction can accelerate project schedule. However, schedule can be slowed down by coordinating design-related issues between the CM and designer and by the process of reaching a reasonable CAP.

Opportunities	Obstacles	Rating

DESIGN-BUILD - Ability to get project under construction before completing design. Parallel process of design and construction can accelerate project delivery schedule; however, procurement time can be lengthy due to the time necessary to develop an adequate RFP, evaluate proposals and provide for a fair, transparent selection process.

Opportunities	Obstacles	Rating

3) Level of Design

Level of design is the percentage of design completion at the time of the project delivery procurement.

DESIGN-BID-BUILD - 100% design by Agency or contracted design team, with Agency having complete control over the design.

Opportunities	Obstacles	Rating

CMGC - Can utilize a lower level of design prior to procurement of the CMGC and then joint collaboration of Agency, designer, and CMGC in the further development of the design. Iterative nature of design process risks extending the project schedule.

Opportunities	Obstacles	Rating

DESIGN-BUILD - Design advanced by Agency to the level necessary to precisely define contract requirements and properly allocate risk (typically 30% or less).

Opportunities	Obstacles	Rating

4) Project Cost Considerations

Project cost is the financial process related to meeting budget restrictions, early and precise cost estimation, and control of project costs.

DESIGN-BID-BUILD - Competitive bidding provides a low cost construction for a fully defined scope of work. Costs accuracy limited until design is completed. More likelihood of cost change orders due to contractor having no design responsibility.

Opportunities	Obstacles	Rating

CMGC - Agency/designer/contractor collaboration to reduce risk pricing can provide a low cost project however non-competitive negotiated CAP introduces price risk. Good flexibility to design to a budget.

Opportunities	Obstacles	Rating

DESIGN-BUILD - Designer-builder collaboration and ATCs can provide a cost-efficient response to project goals. Costs are determined with design-build proposal, early in design process. Allows a variable scope bid to match a fixed budget. Poor risk allocation can result in high contingencies.

Opportunities	Obstacles	Rating

5) Risk Assessment of Delivery Methods

Risk is an uncertain event or condition that, if it occurs, has an effect on a project's objectives. Risk allocation is the assignment of unknown events or conditions to the party that can best manage them. An initial assessment of project risks is important to ensure the selection of the delivery method that can properly address them. An approach that focuses on a fair allocation of risk will be most successful.

DESIGN-BID-BUILD - Risk allocation for design-bid-build best is understood by the industry, but requires that most design-related risks and third party risks be resolved prior to procurement to avoid costly contractor contingency pricing, change orders, and potential claims.

Opportunities	Obstacles	Rating

CMGC - Provides opportunity for Agency, designer, and contractor to collectively identify and minimize project risks, and allocate risk to appropriate party. Has potential to minimize contractor contingency pricing of risk, but can lose the element of competition in pricing.

Opportunities	Obstacles	Rating

DESIGN-BUILD - Provides opportunity to properly allocate risks to the party best able to manage them, but requires risks allocated to design-builder to be well defined to minimize contractor contingency pricing of risks.

Opportunities	Obstacles	Rating

Project Delivery Selection Matrix Secondary Factors

6) Staff Experience and Availability

Agency staff experience and availability as it relates to the project delivery methods in question.

DESIGN-BID-BUILD - Technical and management resources necessary to perform the design and plan development. Resource needs can be more spread out.

Opportunities	Obstacles	Rating

CMGC - Strong, committed Agency project management resources are important for success of the CMGC process. Resource needs are similar to DBB except Agency must coordinate CM's input with the project designer and be prepared for CAP negotiations.

Opportunities	Obstacles	Rating

DESIGN-BUILD - Technical and management resources and expertise necessary to develop the RFQ and RFP and administrate the procurement. Concurrent need for both design and construction resources to oversee the implementation.

Opportunities	Obstacles	Rating

7) Level of Oversight and Control

Level of oversight involves the amount of agency staff required to monitor the design or construction, and amount of agency control over the delivery process

DESIGN-BID-BUILD - Full control over a linear design and construction process.

Opportunities	Obstacles	Rating

CMGC - Most control by Agency over both the design, and construction, and control over a collaborative agency/designer/contractor project team

Opportunities	Obstacles	Rating

DESIGN-BUILD - Less control over the design (design desires must be written into the RFP contract requirements). Generally less control over the construction process (design-builder often has QA responsibilities).

Opportunities	Obstacles	Rating

8) Competition and Contractor Experience

Competition and availability refers to the level of competition, experience and availability in the market place and its capacity for the project.

DESIGN-BID-BUILD - High level of competition, but GC selection is based solely on low price. High level of marketplace experience.

Opportunities	Obstacles	Rating

CMGC - Allows for the selection of the single most qualified contractor, but CAP can limit price competition. Low level of marketplace experience.

Opportunities	Obstacles	Rating

DESIGN-BUILD - Allows for a balance of price and non-price factors in the selection process. Medium level of marketplace experience.

Opportunities	Obstacles	Rating

Project Delivery Selection Factors Opportunities and Obstacles Checklists

(With project risk assessment and checklists)

1) Project Complexity and Innovation Project Delivery Selection Checklist

DESIGN-BID-BUILD
Complexity and Innovation Considerations
• Agencies control of design of complex projects • Agency and consultant expertise can select innovation independently of contractor abilities • Opportunities for value engineering studies during design, more time for design solutions • Aids in consistency and maintainability • Full control in selection of design expertise • Complex design can be resolved and competitively bid • Innovations can add cost or time and restrain contractor's benefits • No contractor input to optimize costs • Limited flexibility for integrated design and construction solutions (limited to constructability) • Difficult to assess construction time and cost due to innovation

CMGC
Complexity and Innovation Considerations
• Highly innovative process through 3 party collaboration • Allows for agency control of a designer/contractor process for developing innovative solutions • Allows for an independent selection of the best qualified designer and best qualified contractor • VE inherent in process and enhanced constructability • Risk of innovation can be better defined and minimized and allocated • Can take to market for bidding as contingency • Can develop means and methods to the strengths of a single contractor partner throughout preconstruction • Process depends on designer/CM relationship • No contractual relationship between designer/CM • Innovations can add or reduce cost or time • Management of scope additions •

DESIGN-BUILD
Complexity and Innovation Considerations
• Designer and contractor collaborate to optimize means and methods and enhance innovation • Opportunity for innovation through competiveness of ATC process • Can use best-value procurement to select design-builder with best qualifications • Constructability and VE inherent in process • Early team integration • Requires desired solutions to complex designs to be well defined through technical requirements • Qualitative designs can be difficult to define if not done early in design (example. aesthetics) • time or cost constraints on designer • Quality assurance for innovative processes can be difficult to define in RFP • Ability to obtain intellectual property through the use of stipends

2) Delivery Schedule Project Delivery Selection Checklist

DESIGN-BID-BUILD
Schedule Considerations
• Schedule is more predictable and more manageable • Milestones can be easier to define • Projects can more easily be "shelved" • Shortest procurement period • Elements of design can be advanced prior to permitting, construction, etc. • Time to communicate/discuss design with stakeholders • Time to perform a linear Design-Bid-Build delivery process • Design and construction schedules can be unrealistic due to lack of industry input • Errors in design lead to change orders and schedule delays • Low bid selection may lead to potential delays and other adverse outcomes.
CMGC
Schedule Considerations
• Ability to start construction before entire design, ROW, etc. is complete (i.e., phased design) • More efficient procurement of long-lead items • Early identification and resolution of design and construction issues (e.g., utility, ROW, and earthwork) • Can provide a shorter procurement schedule than DB • Team involvement for schedule optimization • Continuous constructability review and VE • Maintenance of Traffic improves with contractor inputs • Contractor input for phasing, constructability and traffic control may reduce overall schedule • Potential for not reaching CAP and substantially delaying schedule • CAP negotiation can delay the schedule • Designer-contractor-agency disagreements can add delays • Strong agency management is required to control schedule
DESIGN-BUILD
Schedule Considerations
• Potential to accelerate schedule through parallel design-build process • Shifting of schedule risk • Industry input into design and schedule • Fewer chances for disputes between agency and the Design-Build team • More efficient procurement of long-lead items • Ability to start construction before entire design, ROW, etc. is complete (i.e., phased design) • Allows innovation in resource loading and scheduling by DB team • Request for proposal development and procurement can be intensive • Undefined events or conditions found after procurement, but during design can impact schedule and cost • Time required to define and develop RFP technical requirements and expectations • Requires agency and stakeholder commitments to an expeditious review of design

3) Project Cost Considerations Project Delivery Selection Checklist

DESIGN-BID-BUILD
Project Cost Considerations
• Competitive bidding provides a low cost construction to a fully defined scope of work • Increased certainty about cost estimates • Construction costs are contractually set before construction begins • Cost accuracy is limited until design is completed • Construction costs are not locked in until design is 100% complete • Cost reductions due to contractor innovation and constructability is difficult to obtain • More potential of cost change orders due to Agency design responsibility
CMGC
Project Cost Considerations
• Agency/designer/contractor collaboration to reduce project risk can result in lowest project costs • Early contractor involvement can result in cost savings through VE and constructability • Cost will be known earlier when compared to DBB • Integrated design/construction process can provide a cost efficient strategies to project goals • Can provide a cost efficient response to meet project goals • Non-competitive negotiated CAP introduces price risk • Difficulty in CAP negotiation introduces some risk that CAP will not be successfully executed requiring aborting the CMGC process • Paying for contractors involvement in the design phase could potentially increase total cost • Use of Independent Cost Estimating (ICE) expertise to obtain competitive pricing during CAP negotiations
DESIGN-BUILD
Project Cost Considerations
• Contractor input into design should moderate cost • Design-builder collaboration and ATCs can provide a cost-efficient response to project goals • Costs are contractually set early in design process with design-build proposal • Allows a variable scope bid to match a fixed budget • Potential lower average cost growth • Funding can be obligated in a very short timeframe • Risks related to design-build, lump sum cost without 100% design complete, can compromise financial success of the project

4) Level of Design Project Delivery Selection Checklist

DESIGN-BID-BUILD
Level of Design Considerations
• 100% design by agency • Agency has complete control over the design (can be beneficial when there is one specific solution for a project) • Project/scope can be developed through design • The scope of the project is well defined through complete plans and contract documents • Well-known process to the industry • Agency design errors can result in a higher number of change orders, claims, etc. • Minimizes competitive innovation opportunities • Can reduce the level of constructability since the contractor is not bought into the project until after the design is complete
CMGC
Level of Design Considerations
• Can utilize a lower level of design prior to selecting a contractor then collaboratively advance design with agency, designer and contractor • Contractor involvement in early design improves constructability • Agency controls design • Design can be used for DBB if the price is not successfully negotiated • Design can be responsive to risk minimization • Teaming and communicating concerning design can cause disputes • Three party process can slow progression of design • Advanced design can limite the advantages of CMGC or could require re-design
DESIGN-BUILD
Level of Design Considerations
• Design advanced by the agency to level necessary to precisely define the contract requirements and properly allocate risk • Does not require much design to be completed before awarding project to the design-builder (between ~ 10% - 30% complete) • Contractor involvement in early design, which improves constructability and innovation • Plans do not have to be as detailed because the design-builder is bought into the project early in the process and will accept design responsibility • Clearly define requirements in the RFP because it is the basis for the contract • If design is too far advanced it will limit the advantages of design-build • Carefully develop the RFP so that scope is fully defined • Over utilizing performance specifications to enhance innovation can risk quality through reduced technical requirements • Less agency control over the design • Can create project less standardized designs across agency as a whole

5a) Initial Risk Assessment Guidance

Three sets of risk assessment checklists are provided to assist in an initial risk assessment relative to the selection of the delivery method:

- Typical Transportation Project Risks
- General Project Risks Checklist
- Opportunities/Obstacles Checklist (relative to each delivery method)

It is important to recognize that the initial risk assessment is to only ensure the selected delivery method can properly address the project risks. A more detailed level of risk assessment should be performed concurrently with the development of the procurement documents to ensure that project risks are properly allocated, managed, and minimized through the procurement and implementation of the project.

The following is a list of project risks that are frequently encountered on transportation projects and a discussion on how the risks are resolved through the different delivery methods.

1) Site Conditions and Investigations

How unknown site conditions are resolved. For additional information on site conditions, refer to 23 CFR 635.109(a) at the following link: http://ecfr.gpoaccess.gov/

DESIGN-BID-BUILD

Site condition risks are generally best identified and mitigated during the design process prior to procurement to minimize the potential for change orders and claims when the schedule allows.

CMGC

CDOT, the designer, and the contractor can collectively assess site condition risks, identify the need to perform site investigations in order to reduce risks, and properly allocate risk prior to CAP.

DESIGN-BUILD

Certain site condition responsibilities can be allocated to the design-builder provided they are well defined and associated third party approval processes are well defined. Caution should be used as unreasonable allocation of site condition risk will result in high contingencies during bidding. The Agency should perform site investigations in advance of procurement to define conditions and avoid duplication of effort by proposers. At a minimum, the Agency should perform the following investigations:

1) Basic design surveys
2) Hazardous materials investigations to characterize the nature of soil and groundwater contamination
3) Geotechnical baseline report to allow design-builders to perform proposal design without extensive additional geotechnical investigations

2) Utilities

DESIGN-BID-BUILD

Utility risks are best allocated to the Agency, and mostly addressed prior to procurement to minimize potential for claims when the schedule allows.

CMGC

Can utilize a lower level of design prior to contracting and joint collaboration of Agency, designer, and contractor in the further development of the design.

DESIGN-BUILD

Utilities responsibilities need to be clearly defined in contract requirements, and appropriately allocated to both design-builder and the Agency:

Private utilities (major electrical, gas, communication transmission facilities): Need to define coordination and schedule risks, as they are difficult for design-builder to price. Best to have utilities agreements before procurement. Note – by state regulation, private utilities have schedule liability in design-build projects, but they need to be made aware of their responsibilities.

Public Utilities: Design and construction risks can be allocated to the design-builder, if properly incorporated into the contract requirements.

3) Railroads (if applicable)

DESIGN-BID-BUILD

Railroad risks are best resolved prior to procurement and relocation designs included in the project requirements when the schedule allows.

CMGC

Railroad impacts and processes can be resolved collaboratively by Agency, designer, and contractor. A lengthy resolution process can delay the CAP negotiations.

DESIGN-BUILD

Railroad coordination and schedule risks should be well understood to be properly allocated and are often best assumed by the Agency. Railroad design risks can be allocated to the designer if well defined. Best to obtain an agreement with railroad defining responsibilities prior to procurement

4) Drainage/Water Quality Best Management Practices (construction and permanent)

Both drainage and water quality often involve third party coordination that needs to be carefully assessed with regard to risk allocation. Water quality in particular is not currently well defined, complicating the development of technical requirements for projects.

Important questions to assess:

1) Do criteria exist for compatibility with third party offsite system (such as an OSP (Outfall System Plan))?
2) Is there an existing cross-drainage undersized by design Criteria?
3) Can water quality requirements be precisely defined? Is right-of-way adequate?

DESIGN-BID-BUILD

Drainage and water quality risks are best designed prior to procurement to minimize potential for claims when the schedule allows.

CMGC

The Agency, the designer, and the contractor can collectively assess drainage risks and coordination and approval requirements, and minimize and define requirements and allocate risks prior to CAP.

DESIGN-BUILD

Generally, the Agency is in the best position to manage the risks associated with third party approvals regarding compatibility with offsite systems, and should pursue agreements to define requirements for the design-builder.

5) Environmental

Meeting environmental document commitments and requirements, noise, 4(f) and historic, wetlands, endangered species, etc

DESIGN-BID-BUILD

Risk is best mitigated through design prior to procurement when the schedule allows.

CMGC

Environmental risks and responsibilities can be collectively identified, minimized, and allocated by the Agency, the designer, and the contractor prior to CAP

DESIGN-BUILD

Certain environmental approvals and processes that can be fully defined can be allocated to the design-builder. Agreements or MOUs with approval agencies prior to procurement is best to minimize risks.

6) Third Party Involvement

Timeliness and impact of third party involvement (funding partners, adjacent municipalities, adjacent property owners, project stakeholders, FHWA, PUC)

DESIGN-BID-BUILD

Third party risk is best mitigated through design process prior to procurement to minimize potential for change orders and claims when the schedule allows.

CMGC

Third party approvals can be resolved collaboratively by the Agency, designer, and contractor.

DESIGN-BUILD

Third party approvals and processes that can be fully defined can be allocated to the design-builder. Agreements or MOUs with approval agencies prior to procurement is best to minimize risks.

5b) General Project Risk Checklist (Items to consider when assessing risk)

Environmental Risks	External Risks
• Delay in review of environmental documentation • Challenge in appropriate environmental documentation • Defined and non-defined hazardous waste • Environmental regulation changes • Environmental impact statement (EIS) required • NEPA/ 404 Merger Process required • Environmental analysis on new alignments required	• Stakeholders request late changes • Influential stakeholders request additional needs to serve their own commercial purposes • Local communities pose objections • Community relations • Conformance with regulations/guidelines/ design criteria • Intergovernmental agreements and jurisdiction
Third-Party Risks	**Geotechnical and Hazmat Risks**
• Unforeseen delays due to utility owner and third-party • Encounter unexpected utilities during construction • Cost sharing with utilities not as planned • Utility integration with project not as planned • Third-party delays during construction • Coordination with other projects • Coordination with other government agencies	• Unexpected geotechnical issues • Surveys late and/or in error • Hazardous waste site analysis incomplete or in error • Inadequate geotechnical investigations • Adverse groundwater conditions • Other general geotechnical risks
Right-of-Way/ Real Estate Risks	**Design Risks**
• Railroad involvement • Objections to ROW appraisal take more time and/or money • Excessive relocation or demolition • Acquisition ROW problems • Difficult or additional condemnation • Accelerating pace of development in project corridor • Additional ROW purchase due to alignment change	• Design is incomplete/ Design exceptions • Scope definition is poor or incomplete • Project purpose and need are poorly defined • Communication breakdown with project team • Pressure to delivery project on an accelerated schedule • Constructability of design issues • Project complexity - scope, schedule, objectives, cost, and deliverables - are not clearly understood
Organizational Risks	**Construction Risks**
• Inexperienced staff assigned • Losing critical staff at crucial point of the project • Functional units not available or overloaded • No control over staff priorities • Lack of coordination/ communication • Local agency issues • Internal red tape causes delay getting approvals, decisions • Too many projects/ new priority project inserted into program	• Pressure to delivery project on an accelerated schedule. • Inaccurate contract time estimates • Construction QC/QA issues • Unclear contract documents • Problem with construction sequencing/ staging/ phasing • Maintenance of Traffic/ Work Zone Traffic Control

5c) Assessment of Risk Project Delivery Selection Opportunities/Obstacles Checklist

DESIGN-BID-BUILD
Risk Considerations
• Risks managed separately through design, bid, build is expected to be easier • Risk allocation is most widely understood/used • Opportunity to avoid or mitigate risk through complete design • Risks related to environmental, railroads, & third party involvement are best resolved before procurement • Utilities and ROW best allocated to the agency and mostly addressed prior to procurement to minimize potential for claim • Project can be shelved while resolving risks • Agency accepts risks associated with project complexity (the inability of designer to be all-knowing about construction) and project unknowns • Low-bid related risks • Potential for misplaced risk through prescriptive specifications • Innovative risk allocation is difficult to obtain • Limited industry input in contract risk allocation • Change order risks can be greater
CMGC
Risk Considerations
• Contractor can have a better understanding of the unknown conditions as design progresses • Innovative opportunities to allocate risks to different parties (e.g., schedule, means and methods, phasing) • Opportunities to manage costs risks through CMGC involvement • Contractor will help identify and manage risk • Agency still has considerable involvement with third parties to deal with risks • Avoids low-bidding risk in procurement • More flexibility and innovation available to deal with unknowns early in the design process • Lack of motivation to manage small quantity costs • Increase costs for non-proposal items • Disagreement among Designer-Contractor-Agency can put the process at risk • If CAP cannot be reached, additional low-bid risks appear • Limited to risk capabilities of CMGC • • Strong agency management is required to negotiate/optimize risks • Discovery of unknown conditions can drive up CAP, which can be compounded in phased construction
DESIGN-BUILD
Risk Considerations
• Performance specifications can allow for alternative risk allocations to the design builder • Risk-reward structure can be better defined • Innovative opportunities to allocate risks to different parties (e.g., schedule, means and methods, phasing) • Opportunity for industry review of risk allocation (draft RFP, ATC processes) • Avoid low-bidding risk in procurement • Contractor will help identify risks related to environmental, railroads, ROW, and utilities • Designers and contractors can work toward innovative solutions to, or avoidance of, unknowns • Need a detailed project scope, description etc., for the RFP to get accurate/comprehensive responses to the RFP (Increased RFP costs may limit bidders) • Limited time to resolve risks • Additional risks allocated to designers for errors and omissions, claims for change orders • Unknowns and associated risks need to be carefully allocated through a well-defined scope and contract • Risks associated with agreements when design is not completed • Poorly defined risks are expensive • Contractor may avoid risks or drive consultant to decrease cost at risk to quality

6) Staff Experience and Availability Project Delivery Selection Checklist

DESIGN-BID-BUILD
Staff Experience and Availability Considerations
• Agency, contractors and consultants have high level of experience with the traditional system • Designers can be more interchangeable between projects • Can require a high level of agency staffing of technical resources • Staff's responsibilities are spread out over a longer design period • Can require staff to have full breadth of technical expertise
CMGC
Staff Experience and Availability Considerations
• Agency can improve efficiencies by having more project managers on staff rather than specialized experts • Smaller number of technical staff required through use of consultant designer • Strong committed agency project management is important to success • Limitation of availability of staff with skills, knowledge and personality to manage CMGC projects • Existing staff may need additional training to address their changing roles • Agency must learn how to negotiate CAP projects
DESIGN-BUILD
Staff Experience and Availability Considerations
• Less agency staff required due to the sole source nature of DB • Opportunity to grow agency staff by learning a new process • Limitation of availability of staff with skills and knowledge to manage DB projects • Existing staff may need additional training to address their changing roles • Need to "mass" agency management and technical resources at critical points in process (i.e., RFP development, design reviews, etc.)

7) Level of Oversight and Control Project Delivery Selection Checklist

DESIGN-BID-BUILD
Level of Oversight and Control Considerations
• Full agency control over a linear design and construction process • Oversight roles are well understood • Contract documents are typically completed in a single package before construction begins • Multiple checking points through three linear phases: design-bid-build • Maximum control over design • Requires a high-level of oversight • Increased likelihood of claims due to agency design responsibility • Limited control over an integrated design/construction process
CMGC
Level of Oversight and Control Considerations
• Preconstruction services are provided by the construction manager • Obtaining input from the CMGC to enhance constructability and innovation • Provides agency control over an integrated design/construction process • Agency must have experienced staff to oversee the CMGC • Higher level of cost oversight required
DESIGN-BUILD
Level of Oversight and Control Considerations
• A single entity responsibility during project design and construction • Obtaining input from the Design-Builder to enhance constructability and innovation • Overall project planning and scheduling is established by one entity • Can require a high level of design oversight • Can require a high level of quality assurance oversight • Limitation on staff with DB oversight experience • Less agency control over design • Control over design relies on proper development of technical requirements

8) Competition and Contractor Experience Project Delivery Selection Checklist

DESIGN-BID-BUILD
Competition and Contractor Experience Considerations
• Promotes high level of competition in the marketplace • Opens construction to all reasonably qualified bidders • Transparency and fairness • Reduced chance of corruption and collusion • Contractors are familiar with the DBB process • Risks associated with selecting the low bid (the best contractor is not necessary selected) • No contractor input into the process • Limited ability to select contractor based on qualifications
CMGC
Competition and Contractor Experience Considerations
• Allows for qualifications based contractor procurement • Agency has control over an independent selection of best qualified designer and contractor • Contractor is part of the project team early on, creating a project "team" • Increased opportunity for innovation due to the diversity of the project team • Currently there is not a large pool of contractors with experience in CMGC, which will reduce the competition and availability • Working with only one contractor to develop the CAP can limit price competition • Requires a strong project manager from the agency • Teamwork and communication among the project team
DESIGN-BUILD
Competition and Contractor Experience Considerations
• Allows for a balance of qualifications and cost in design-builder procurement • Two-phase process can promote strong teaming to obtain "Best Value" • Increased opportunity for innovation possibilities due to the diverse project team • Need for DB qualifications can limit competition • Lack of competition with past experience with the project delivery method • Reliant on DB team selected for the project • The gap between agency experience and contractor experience with delivery method can create conflict

MEMORANDUM

DEPARTMENT OF TRANSPORTATION
Region Transportation Director – Region *1*
2000 South Holly St
Denver, Colorado 80222
(303)757-9459 Phone

DATE: October 25, 2013

TO: Tim Harris
Chief Engineer

Project: IM 0703-383
Sub Acct. No: 18832

FROM: Jim Bemelen, P.E.
Region 1 I-70 West Corridor Manager

SUBJECT: Construction Manager/General Contractor Concurrence

Pursuant to MAP 21 and CDOT's established process for the procurement of Construction Manager/General Contractor (CMGC) contracts by CDOT, the Region 1 I-70 West Mountain Corridor is requesting to use the CMGC method of project delivery on the I-70 Twin Tunnels Westbound Bore Widening Project.

On October 25, 2013, CDOT, the FHWA, and specialty units for Region 1 met and conducted a review for the Twin Tunnels Westbound Widening Project. Risks were identified, categorized, assessed, and listed. Design Bid Build, Design Build, and Construction Manager/General Contractor delivery methods were discussed in references to the goals and risks for the Twin Tunnels WB Widening to determine the best project delivery method. The merits of each delivery method were discussed and each method was evaluated under the five primary factors of Complexity & Innovation, Initial Project Risk Assessment, Delivery Schedule, Cost, and Level of Design. The secondary factors of Staff Experience/Availability(owner), Level of Oversight & Control, and Competition & Contractor Experience were also discussed and were given pass fail ratings by the project team.

CMGC was selected as the most appropriate procurement process to deliver the project based the three primary factors of Initial Risk Assessment, Schedule, and Level of Design. CMGC was evaluated to be an appropriate delivery method under the primary factors of Cost and Complexity & Innovation. CMGC also passed a review of the secondary factors Staff Experience/Availability, Level of Oversight and Control, and Competition and Contractor Experience.

CMGC contracting is an approved delivery process under FHWA MAP-21 rules and regulations.

I concur:_____
Anthony R. DeVito, P.E.
Region 1 Transportation Director

I concur:_____
Timothy J. Harris, P.E.
CDOT Chief Engineer

cc:
Anthony R. DeVito, Region 1 Transportation Director
Scott McDaniel - Director of Staff Services
Jim Bemelen, I-70 West Corridor Manager
Benjamin Acimovic, Project Manager
David Wells, Contracting Officer
Nabil Haddad, Innovative Contracting Branch Manager
File

REQUEST FOR LETTERS OF INTEREST FOR CONTRACTOR CMGC SERVICES
<Project Description>
<DATE>

The Colorado Department of Transportation (CDOT) *and the Colorado Bridge Enterprise (CBE)<if involved)* are soliciting Letters of Interest from contractors interested in providing Construction Management/General Contractor (CMGC) services for <project location/description> - Project Number *<project number> (subaccount*), *<city or landmark>* in *<county name>* County.

The purpose of the project is to *<insert project scope and salient features description>*. Fixed Limit of Construction for the project is estimated to *be $X million*.

<Note to Project Managers: This next paragraph should be about the project, why it's a CMGC project, and over all justification for the alternative contracting>
CDOT/CBE has determined that this project is a strong candidate project to advance the knowledge and experience of CDOT and the Colorado Construction and Consultant Industry in unique methods of Accelerated Bridge Construction (ABC) and/or slide-in construction techniques. CDOT has determined that the CMGC delivery method provides the best process to incorporate the use of ABC on this project. CDOT will issue a Request for Proposals (RFP) to implement the best value approach to the selection of a Contractor to assist with the development of the design for the project and ultimately negotiate a Construction Agreed Price (CAP) to construct the project.

The project is intended to achieve the following goals:
<insert all project goals here in order of priority>
1. *Goal 1*
2. *Goal 2*
3. *Goal 3*
4. *Goal 4*
5. *Etc.*

Issuance of Request for Proposals is anticipated <date>. Prime Contractors interested in an informal project briefing with CDOT should submit a letter of interest for the project including a request for the briefing. Letters of interest must be received by CDOT no later than <date>. Project briefings are not required for submitting and proposal but will not be provided after issuance of RFP. Letters of interest should be sent by registered mail, Federal Express, UPS or similar delivery methods that indicates proof of receipt.

Address all letters to:

<Project Manager or Resident Engineer Name>
<Project Location/Description>
Project No. <Project Number>
<Address of Project Manager or Resident Engineer>

Include in your letters of interest the name, address, phone/fax numbers and e-mail for a contact person at your firm.

Additional information can be found on the CDOT web-site at:

<insert project website>

TWIN TUNNELS WESTBOUND BORE WIDENING
IM 0703-408 - 19879
IM 0703-407 - 19880

CMGC SERVICES MANDATORY PRE-PROPOSAL MEETING

November 8, 2013 – CDOT HQ: 10am

Agenda

- Introductions
- **Twin Tunnels Westbound Bore Widening Project**
  - Project Team
  - Project Overview and Summary
  - Project Goals and Risks
  - Project Schedule
- CMGC 101
  - What is it?
  - Why did CDOT select CMGC for this projects?
- I-70 CSS – Context Sensitive Solutions
- Reminders, Updates, Questions and Answers

Introductions

- I-70 Corridor Program Engineer: Jim Bemelen, P.E.
- I-70 Environmental Project Manager: David Singer
- Project Manager: Benjamin Acimovic, P.E.
  - Design, Preconstruction, Administering Contract
- Resident Engineer: Russel Cox, P.E.
- Project Engineer: **TBD**
- Region 1 EEO Officer: Micki Perez

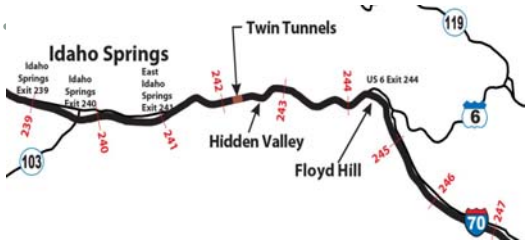
TWIN TUNNELS WESTBOUND BORE WIDENING

- Project Team Members
  - CDOT Project Leadership and Specialty Unit Team Members
  - Design Consultant Firm – Atkins
  - CMGC Services Firm – *In Procurement*
  - Independent Cost Estimator – In Procurement
  - Project Leadership Team – CDOT, FHWA, Stakeholders
  - Technical Team – CDOT, FHWA, Atkins, Stakeholders
  - Issue Task Forces and Teams:
    - 106 – Historical
    - SWEEP – Stream and Wetland Ecological Enhancement Plan
    - ALIVE – A Landscape level Inventory of Valued Ecological assets
    - SCAP – Sediment Control Action Plan

TWIN TUNNELS WESTBOUND BORE WIDENING

- Project Overview and Summary
  - Widening the westbound bore of the Twin Tunnel F-15-BN to 53'.
  - Restore the frontage road, trailhead, and trail on CR314 after detour is no longer in use.
  - Other aesthetic and design criteria (CSS).
  - PLT and the Technical Team from the eastbound tunnel widening will transition into the Design and Construction of this effort.
  - No guaranteed construction funding at this time.

TWIN TUNNELS WESTBOUND BORE WIDENING



TWIN TUNNELS WESTBOUND BORE WIDENING

- East Rock Cut #1

TWIN TUNNELS WESTBOUND BORE WIDENING

- East Rock Cut #2

TWIN TUNNELS WESTBOUND BORE WIDENING

- East Rock Cut #3

TWIN TUNNELS WESTBOUND BORE WIDENING

- West Rock Cut #1

TWIN TUNNELS WESTBOUND BORE WIDENING

- Rock Types Encountered in East Bore

TWIN TUNNELS WESTBOUND BORE WIDENING

Project Goals

1. SCHEDULE and BUDGET
   a. Meet the project schedule and budget to widen the westbound bore of the Twin Tunnels to a minimum of 54 feet with appropriate tapers and open fully for traffic by December 20, 2014, and to restore the frontage road, trailhead, and trail on CR314 after the detour is no longer in use, without sacrificing quality.
2. STAKEHOLDER INVOLVEMENT
   a. Provide meaningful stakeholder involvement as prescribed in the I-70 Mountain Corridor CSS.
   b. Facilitate and foster collaboration, communication, and partnerships among all members of the project team.
3. PUBLIC COMMUNICATION
   a. Provide accurate, meaningful, and timely communication.
4. SAFETY, MOBILITY, AND OPERATIONAL CHARACTERISTICS
   a. Improve safety, mobility, and operational characteristics in the project limits.

TWIN TUNNELS WESTBOUND BORE WIDENING

5. ENVIRONMENTAL
   a. Adhere to all environmental compliance requirements, including those documented in the Twin Tunnels final decision document, permitting stipulations and I-70 Mountain Corridor PEIS/ROD commitments.
   b. Implement innovative methods for environmental stewardship and community supported enhancements within the project scope, schedule, and budget.
6. QUALITY
   a. Design and construct a quality project that is consistent with the overall vision and commitments approved by the PEIS.
7. CONSTRUCTION
   a. Maintain mobility through the project during construction.
   b. Provide safe conditions for workers and the traveling public.

TWIN TUNNELS WESTBOUND BORE WIDENING

Project Risks

HIGH RISK - <75%

Construction and Constructability
- **Financing**
- Difficulty obtaining other agency approvals/agreements
- Political opposition
- **Construction Schedule Risk**
- **Tunnel Blasting Overbreak Risk**
- **Rock Cut Overbreak Risk**

Design
- **Design Schedule Risk**
- Traffic Demand Management (TDM) / Intelligent Traffic Systems (ITS)

Environmental Issues
- **Delay in review and/or approval of environmental documentation**

TWIN TUNNELS WESTBOUND BORE WIDENING

Project Risks

MEDIUM – 25 % < X < 75%

Design
- PS&E completion

Construction and Constructability
- Uncertainty in Construction unit costs (flooding impacts)
- Difficult or multiple contractor interfaces
- Material, labor, and/or equipment delays
- Work window restrictions (weather)
- Insurance (OCIP or Contractor)
- Unable to reach CAP

Environmental
- Unanticipated 4(f) or 106 issues
- Additional aesthetics issues (rock cuts/rock fall, portals, slope restoration)

See Project Delivery Selection Matrix on CMGC Website for more details.

TWIN TUNNELS WESTBOUND BORE WIDENING

Project Schedule

- Mandatory Pre-Proposal Meeting – November 8, 2013
- Submittal of Proposal – November 15, 2013 5:00 pm
- Short Listing Selection Panel Meeting – November 22, 2013
- Short List Approval & Notification of Candidates – November 22, 2013
- Cost and Bid Proposals Opening – December 4, 2013
- Selection Panel Mtg. (Mock Score Interviews) - December 4, 2013
- Chief Engineer Selection Approval & Contractor Notification – December 6, 2013
- Contract Approval/Execution – December 10, 2013
- Combined FIR/FOR – TBD, January, 2014
- Preconstruction Phase – October 2013 to April 2014
- Construction Phases – March 2014 to October 2015
- Construction Package 1 NTP: February 1st, 2014
- Construction Package 2 NTP: March 1st, 2014
- Westbound and Eastbound tunnels open to traffic – No later than December 20th, 2014

TWIN TUNNELS WESTBOUND BORE WIDENING

- Project Schedule
  - Possible two packages with two CAP (Construction Agreed Price) proposals.
  - Possible Co-Location during critical design points

CMGC 101: An Introduction

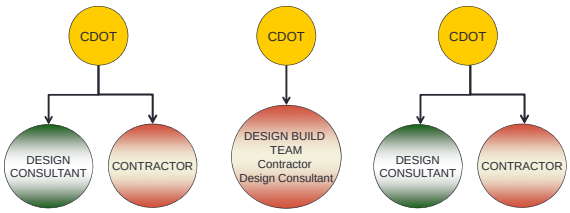
- CMGC (Construction Manager/General Contracting) is based off of the vertical CMAR or Construction Manager at Risk where the CMAR firm helps in design and then oversees the construction as the Construction Manager subbing out the construction work. In the CDOT CMGC delivery practice, the Contractor or CMGC firm does not perform as both the General Contractor and the Construction Manager during construction.
- A contracting method that involves a Contractor in both the design and construction phases of a project.
- The intent is to form a partnership with CDOT, Stakeholders, the Design Consultant, and the Contractor. The focus is on a partnership in which mitigates risk, improves the construction schedule, streamlines the design process, and produces a project that adheres to the budget. An important role of the Contractor is to help acquire the constructability information to reduce risk in the design and construction phase.

CMGC 101: An Introduction

- The Contractor acts as an advisory or subject matter expert in the area of construction, constructability, construction estimating, risk assessment/mitigation, and construction phasing in the design phase.
- The Contractor, if a Construction Agreed Price (CAP) is accepted, then serves as the General Contractor during the appropriate construction phase.
- All construction bid packages must be severable and biddable.
- If CAP proposal is not accepted, CDOT may choose to bid the project out. CMGC Firm would not be allowed to bid the project as prime general contractor.

CMGC 101: An Introduction

- What is the different between D-B-B, D-B, and CMGC?
  - D-B-B
  - D-B
  - CMGC



CMGC 101: An Introduction

- An RFP "AD Date" is announced
- Potential proposers start researching
  - Visit the site, start looking at risks, Letter of Interest (LOI)
  - Meet with stakeholders and CDOT/Design staff when requested.
- During 4-6 week (or less) AD period – limited contact with PM
  - Mandatory "Pre-Proposal" held at 50% of AD period
- Submit a Proposal that includes a Statement of Interest.
- Shortlist Selection for Interview phase w/ Team challenge
- Interview Phase with 3-4 Short Listed Firms
- CMGC Management Price Percentage is submitted and opened only after all qualifications (qualitative) scoring is complete and fixed.
- Flat Fee Negotiation and Award.
- Pre-Construction Phase begins
- Ends with Final Construction CAP
- Construction Contract starts

CMGC 101: An Introduction

- Does the Owner and Stakeholder Team see value in having a "Well-Qualified Contractor" sitting ***at the table*** with the Designer and the Owner to:
  - Provide input on constructability, value engineering, materials, and phasing
  - Provide input on Target Risk areas and minimize, eliminate or transfer to the appropriate entity, and develop a Risk Register
  - Have "open" discussions about costs and schedules (Open Cost Model).
- Develop a strong relationship with the entire project team, including external stakeholders like utilities and local government groups
- It's vital to use partnering on these CMGC projects.

"CMGC take partnering to a whole new level."
"No blame only solutions."
June 2011 – FHWA CMGC Peer Exchange

CMGC 101: An Introduction

- The Design Consultant develops a design for the project while collaborating with the Contractor and CDOT.
- Team develops Risk Register, Open Cost Model, and tracks innovations.
- ICE – Independent Cost Estimator is checking all estimates.
- After the FOR Meeting (85-90% complete) the Contractor submits a CAP (Construction Agreed Price). CDOT negotiates with the Contractor and either accepts or rejects the CAP. There can be multiple attempts at reaching the CAP.
- Multiple CAP packages for phased construction or long lead time items.
- Each CAP package must be a completed bid package that could be advertised. Well defined beginning and ending.

Why CMGC on Twin Tunnels?

- Initial Risk Assessment, Goal Development, and Perform analysis with Project Delivery Selection Matrix

PROJECT DELIVERY METHOD OPPORTUNITY/OBSTACLE SUMMARY			
	DBB	DB	CMGC
Primary Evaluation Factors			
1. Initial Project Risk Assessment	+	-	+
2. Project Complexity & Innovation	-	-	++
3. Delivery Schedule	+	X	++
4. Cost	+	N/A	+
5. Level of Design	+	X	++
Secondary Evaluation Factors			
6. Staff Experience/Availability (Owner)	Pass	N/A	Pass
7.Level of Oversight and Control	Pass	N/A	Pass
8. Competition and Contractor Experience	Pass	N/A	Pass

Key:

+ +	Most appropriate delivery method
+	Appropriate delivery method
-	Least appropriate delivery method
X	Fatal Flaw (discontinue evaluation of this method)
NA	Factor not applicable or not relevant to the selection of project delivery

Why CMGC on Twin Tunnels?

- Key Points:
  - Schedule Driven - CMGC provided opportunities for multiple packages and rapid delivery. Phased CAPs can be utilized.
  - Complexity and Innovation – Lots of complexity and opportunities for innovation.
  - Risk Identification and Mitigation was critical.
  - Level of Design – 0%.

I-70 CSS – Context Sensitive Solutions

- CDOT has committed to using Context Sensitive Solutions (CSS) on the I-70 Mountain Corridor. The guidance contained in this Web site includes the Context Statement, the Core Values, a Decision-Making Process, stakeholder comments, background information, maps, plans and legal commitments, and other tools to implement CSS throughout the corridor.
- "Context Sensitive Solutions (CSS) is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic, and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the project development process."

I-70 CSS – Context Sensitive Solutions

- The heart of CSS is a 6 step process:
  - Step 1: Define Desired Outcomes and Actions
  - Step 2: Endorse the Process
  - Step 3: Establish Criteria
  - Step 4: Develop Alternatives or Options
  - Step 5: Evaluate, Select, and Refine Alternative or Option
  - Step 6: Finalize Documentation and Evaluate Process
- Involvement of Stakeholders with a Project Leadership Team and Technical Team.
- Mineral Belt Aesthetic Guidelines and Design Guidelines.

I-70 CSS – Context Sensitive Solutions

- When do we do CSS?
  - Environmental Studies
  - Feasibility Studies
  - Preliminary Design
  - Final Design
  - Construction
  - 6 Steps and criteria for each

Links:

- Websites
  - http://www.coloradodot.info/projects/i70twintunnels
  - http://www.coloradodot.info/projects/contextsensitivesolutions
  - http://www.coloradodot.info/projects/i70twintunnels/WBWidening

RFP Questions and Answers

- Question No. 1:
- Section 3.2.A.1.i.b.2 subsections i through vii (page 24) identifies five key personnel positions as well as two additional key personnel to be identified by proposer for a total of seven key personnel. Subsection vii also says to provide resumes for the key personnel. However, Section 2.8.I (page 21) says resumes should be limited to up to the five primary members of the team. Should resumes be included for all seven key personnel or the five listed on page 24 or the five we determine to be "primary members of the team"?
- CDOT RESPONSE: Resumes and references for all seven key members should be included. This will be adjusted in Addendum #2.

RFP Questions and Answers

Question No. 2:

- Can a font other than Times New Roman, such as a sans serif (Arial-like), be used for graphics, charts/organization charts, and tables?
- CDOT RESPONSE: The RFP states: All submittals shall use minimum font size of 11 Times New Roman and minimum font size of 10 Time New Roman on charts, graphs, and figures.

RFP Questions and Answers

- Question No. 3:
- Does CDOT have any electronic topographic information around the Twin Tunnel WB tunnel?
- CDOT RESPONSE: The 2011 survey will be posted on the website today.

RFP Questions and Answers

- Question No. 4:
- Can the RFP deadline be extended to November 22nd, 2013?
- CDOT RESPONSE: CDOT will not extend the CMGC Services RFP deadline. CDOT needs to bring in a contractor as son as possible to determine if the proposed schedule is feasible.

Quick Reminders and Notes

- RFP Addendum No 2 and Q&A No 1 will be posted to the website shortly after this meeting.
- New information will be posted today. Check the website every day
- Project RFP Website: http://www.coloradodot.info/projects/i70twintunnels/WBWidening
- SIGN IN! – This is a requirement of submitting a proposal.
- Proposals are due November 15th, 2013, 12:00pm Mountain

Questions and Answers

- General Questions about the Project and the RFP?
- Q & A + Addendum No. 1 is on website now.
- Q & A + Addendum No. 2 will be posted this afternoon - November 8, 2013 in order to include questions from this meeting.
- Additional information will be posted this afternoon on the website.
- Questions and comments will not accepted after this meeting unless critical in nature to the proposal process.

Request For Proposals

Construction Manager/General Contractor (CM/GC) Services
<WORKING DRAFT TEMPLATE 07-07-2014>

PROJECT NUMBER:
PROJECT LOCATION:
PROJECT CODE:

< ISSUE DATE>
< REVISION/ADDENUM DATE>
< REVISION/ADDENUM DATE>

Colorado Department of Transportation
4201 East Arkansas
Denver, Co. 80222

TABLE OF CONTENTS

TABLE OF CONTENTS **2**
SECTION 1 – SCOPE OF WORK AND PROJECT INFORMATION **3**
1.1. SCOPE OF THIS RFP FOR CMGC SERVICES SELECTION 3
1.2. PROJECT GOALS 6
1.3. PROJECT DESCRIPTION/SCOPE OF WORK 7
1.4. PROJECT FUNDING 7
1.5. PROJECT DURATION 8
1.6. PROJECT ADMINISTRATION 8
1.7. PROJECT COORDINATION 8
1.8. FIXED LIMIT OF CONSTRUCTION COST 9
1.9. PROJECT CONSTRUCTION SCHEDULE 10
1.10. PRELIMINARY DOCUMENTS AND DRAWINGS 10
1.11. SPECIFICATIONS 10
1.12. OWNERSHIP OF THE DOCUMENTS 11
1.13. REQUIRED PERCENTAGE OF WORK 11
1.14. PROJECT COMPUTER SOFTWARE REQUIREMENTS 11
1.15. REQUIRED AVAILABILITY OF KEY PERSONNEL 11
1.16. ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS 12
1.17. APPLICABLE FEDERAL AND STATE REGULATIONS 12
1.18. NONDISCRIMINATION 12
1.19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS 12
Or 12
1.20. COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES 13
1.21. EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP) 13
SECTION 2 – CMGC PROPOSAL REQUIREMENTS AND INSTRUCTIONS **15**
2.1. PROPOSAL GENERAL INFORMATION 15
2.2. MINIMUM PROPOSAL REQUIREMENTS 17
2.3. KEY EVENTS SCHEDULE AND RFP DATES 18
2.4. MANDATORY PRE-PROPOSAL MEETING 19
2.5. QUESTIONS AND CHANGES TO THE RFP 19
2.6. CONTRACTOR PROTEST RULES 20
2.7. AWARD OF CONTRACT 20
2.8. PROPOSAL SUBMITTAL – STEP 1 21
2.9. ORAL INTERVIEWS – STEP 2 22
2.10. SEALED CMGC MANAGEMENT PRICE PERCENTAGE - STEP 3 22
SECTION 3 –PROPOSAL CONTENT AND EVALUATION CRITERIA **24**
3.1. METHOD OF SELECTION AND AWARD 24
3.2. EVALUATION CRITERIA FOR PROPOSALS 24
3.3. EVALUATION CRITERIA FOR ORAL INTERVIEWS 32
3.4. EVALUATION CRITERIA FOR CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL 33
APPENDICES **35**
APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSI-BILITIES MATRIX **35**
APPENDIX B: EVALUATION AND CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORMS **43**
APPENDIX C: CONSTRUCTION GENERAL CONDITIONS **48**

`

SECTION 1 – SCOPE OF WORK AND PROJECT INFORMATION

1.1. SCOPE OF THIS RFP FOR CMGC SERVICES SELECTION

CDOT is soliciting CMGC services for <insert short general description of work and location>. The selected Proposer will provide preconstruction phase Construction Management services and is intended to be the General Contractor during the construction phase. However, the construction contract is not guaranteed.

The current draft scope of work reflects an approach based on the known project goals and risks. One factor determining the CMGC selection is the ability of the Contractor to analyze project goals, evaluate work elements, and formulate a proposal. This process may produce new approaches or modify the project work elements. The final scope of work for the project will evolve based on input from various sources including Consultants and the selected Contractor.

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

- Partner with the Consultant Designer, and the CDOT Leadership Team, as part of the design team. As part of the design team, the Contractor will provide input on schedule, phasing, constructability, material and equipment availability, and cost throughout the preconstruction phase of the project.

- Review all as-built plans, current conceptual designs, and site conditions.

- Provide design and schedule validation for current conceptual designs.

- Attend the Project Scoping Workshop and meetings throughout preconstruction as agreed at the Project Scoping Workshop, including Project, Milestone, Action, Long Lead Time Procurement (LLTP) Construction Agreed Price (CAP) , and Construction CAP negotiation meetings. The Project Scoping Workshop will cover at least the following items:

    - Introduction to the project, CMGC, partnering session and the project stakeholders where roles and responsibilities will be identified.

    - Team will review project status, goals, objectives, funding, preliminary preconstruction schedule, etc. Initial schedule should include milestones 30%, 60%, 90% (design review meeting dates), cost model review meeting, and CAP.

    - Team to work with CM to start developing project risk table and plan.

- Review of relevant plans, specifications, and reports.
- Team may choose to visit project site and potentially visit CM or meet potential subcontractors that add value to the project.
- Set up progress meeting schedule and initiate working groups for various elements of the project, i.e., bridge working group. Team to establish Document Control Plan.
- Formal value engineering meeting may be required and CM may be requested to participate.

- Provide cost estimates at milestones that includes the following activities:
  - Item identification that is compatible with CDOT's cost estimating, standards and specifications.
  - Update Opinion of probably cost work sheet
  - Quantity reconciliation with designer and CDOT. This may include verification of means of methods between CDOT, design consultant and ICE.
  - Analysis should include availability of labor, equipment, and materials.
- In conjunction with the design consultant the contractor will provide, cost estimates, constructability and phasing reviews for design element alternatives as needed throughout the project. This may include:
  - Evaluating industry standard operating and maintenance costs to determine life-cycle costs.
  - Evaluating user costs.

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

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

- Prepare written reports at the end the 30%, 60%, and 90% milestones summarizing the value engineering activities accomplished and any recommendations developed within each phase.

- Integrate Disadvantaged Business Enterprises (DBEs) in the project as required during the CMGC services.

- Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to determine project costs, attainability of deadlines, and help develop value engineering ideas.

- Lead risk management discussions with project team, set risk meeting schedules and prepare and update the project risk register. Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.

- Develop and produce the following reports and deliverables as directed by the CDOT PM:
    - Subcontractor Selection Plan
    - Quality Control Plan
    - Material Sourcing Plan
    - Worker and Public Safety Plan
    - Innovation Tracking and Performance Report
    - Procurement Review Report for each LLTP CAP if required.

- Provide monthly invoices and project reports as required by CDOT for payment of preconstruction CM services.

- The Contractor shall be required to provide written reviews or reports and details/redlines of the project plans and specification packages at project milestones. The Contractor shall thoroughly review all plans, specifications, reports, diagrams, shop drawings, and all other necessary project documentation. The Design Consultant and Contractor shall independently calculate quantities of the construction package. Comments should be related to constructability, clarifications, design errors or omissions, effect on schedule, effect on cost, risk identification, or value engineer suggestions/recommendations.

- It is anticipated the Contractor shall submit XX of OPPCs for each package. `

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

    - CDOT may request the Contractor to submit a CAP on early construction packages or for the procurement of long lead items.

- The Contractor shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if CAP proposals are accepted by CDOT.

- If negotiations for a final construction price and the schedule are not successful, CDOT reserves the right to place the project for open bid. In this case, the Contractor shall be compensated for its pre-construction services per the CMGC services contract and CDOT will have no further obligations to the Contractor.

- *Lead Value Engineering workshop(s) at agreed upon Milestones to coordinate estimating tasks, bring multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials.*

- *To facilitate collaboration during design, CDOT anticipates co-locating the CDOT Project Manager, a representative from the Consultant Designer, and a representative of the Contractor at a location in <insert location here> or another location agreed to by these individuals. (Optional)Shall co-locate with the project team if co-location is a requirement for the Preconstruction Phase.(Optional) Co-location will depend on size of job, budget, and schedule for design)*

- *Provide input on accelerated bridge construction techniques.(Optional)*

- *Provide constructability input into the various bridge types under consideration.(Optional)*

- *Provide input on tunnel excavation, liner construction, rock cut excavation, and permanent rock fall mitigation.(optional)*

1.2. PROJECT GOALS

This project is intended to produce the following improvements:

****Note to Project Managers: These goals are for examples only. Project goals should be unique to the project and developed with the project team before the Project Selection Matrix Session is conducted. Also please put the goals in order of importance and if more than six goals please tier the goals in order of importance.*

1. *To recognize time and cost savings in the CMGC process.*

2. *To facilitate and foster collaboration, communication, and partnership with all members of the project team and stakeholders.*

3. *To encourage innovation and value engineering.*

4. *To accelerate delivery of the Design and Construction Schedules.*

5. *To ensure equal opportunity and non-discrimination throughout the project.*

6. *To develop opportunities for and integrate small and disadvantaged businesses on the project.*

Examples: increased capacity; improved safety; high level of service; improved riding surface; bridge replacement; increased mobility; resurfacing, restoration, rehabilitation, reconstruction; other.

1.3. PROJECT DESCRIPTION/SCOPE OF WORK

A. Project Background
B. Project Information and Definition

- *Why is this project needed?*
- *What is the project history?*
- *What are the Stakeholder groups and Roles?*
- *Who are the lead agencies, local agencies, and other agencies?*
- *Who are the project teams?*
- *What are the major risks?*
- *Project Location and Limits, County*
- *Specialty Work: Environmental, Traffic, Hydraulics, Survey, Bridge, Utilities*
- *Design Status? (5%, 10%, 15%, 30%?)*
- *Work Duration?*
- *What are the project activities and description?*
- *Any Owner-furnished materials?*
- *Existing Features?*
- *Existing Operations critical to project or operational success?*
- *Existing Restrictions and Constraints?*
- *Traffic Lane Closure Information?*
- *Existing Utilities?*
- *Are there any projects or contracts that will be awarded or selected separately from this project?*
- *Will the Contractor need to work closely and coordinate with activities of other contractors, projects, and municipalities in the area?*
- *Limit to 1-3 paragraphs.*
- *Describe relevant background and history.*
- *Why is the project necessary?*
- *What is the project or corridor history?*
- *Major Stakeholder Groups and Roles?*
- *Major Risks Listed (From Risk Analysis)*

1.4. PROJECT FUNDING

The source(s) of funding for this CMGC contract is/are: <insert the sources of funding, *example: FHWA, state, local agency, Bridge Enterprise, grants, etc.*>

*(**Note: Project Manager can also add a brief paragraph about the funding if pertinent to the project.)*

1.5. PROJECT DURATION

The time period for the work described in this scope is approximately *XXX working/calendar days* for design *and XXX working/calendar days* or completion date for construction.

1.6. PROJECT ADMINISTRATION

The Contract Administrator for this project is:

<Name of Resident Engineer>
<Resident Engineer Street Address>
<Resident Engineer City and State>
<Resident Engineer Zip Code>
<Resident Engineer Phone>
<Resident Engineer Fax>
<Resident Engineer Cell>

CDOT Project Manager and Primary Point of Contact:

<Name of Project Manager>
<Project Manager Street Address>
<Project Manager City and State>
<Project Manager Zip Code>
<Project Manager Phone>
<Project Manager Fax>
<Project Manager Cell>

1.7. PROJECT COORDINATION

A. Routine Working Contact

The routine working contact will be between the CDOT Project Manager (CDOT/PM), the Design Consultant Project Manager (C/PM), and the Contractor Project Manager (CMGC/PM).

B. Project Manager Requirements

Each Project Manager will provide the others with the following:

- A written synopsis or copy of their respective contacts (both by telephone and in person).
- Copies of pertinent written communications including, but are not limited to, emails, memorandums, letters, meeting minutes, and phone logs.

C. Coordination

The Contractor shall partner with the Design Consultant and the CDOT Management Team as part of the design team. The following groups will be part of that partnership and will be required to coordinate with each other:

- CDOT Region 1 Project Management Team
- Selected Project Design Consultant and any Sub-consultants
- Selected Project CMGC Contractor and any Sub-contractors
- Other CMGC Contractors
- Independent Cost Estimator /CDOT Cost Estimator
- *CDOT Maintenance Groups <***optional>*
- *CDOT Specialty Groups <***optional>*
- *Regional Civil Rights Manager*
- *Stakeholders or Stakeholder Groups <***optional>*
- *A. Cities*
- *B. Counties*
- *C. Railroads*
- *D. Regional Transportation District (RTD)*
- *E. Denver Regional Council of Governments (DRCOG)*
- *F. Metropolitan Planning Organizations (MPOs)*
- *G. U.S. Army Corps of Engineers (USACE)*
- *H. Urban Drainage & Flood Control District (UD & FCD)*
- *I. Federal Emergency Management Agency (FEMA)*
- *J. Colorado Division of Wildlife (CDOW)*
- *K. U.S. Forest Service (USFS)*
- *L. Environmental Protection Agency (EPA)*
- *M. U.S. Fish and Wildlife Service (USFWS)*
- *N. Federal Highway Administration (FHWA)*
- *O. Federal Transit Authority (FTA)*
- *P. Utilities*
- *Q. Colorado Department of Public Health and Environment (CDPHE)*
- *R. Other*
- *S. Project work groups*

*<***Note: These groups can be coordinated through the CDOT Project Management Team if required. The CDOT Project Management Team needs to make the decision early on what groups require coordination for the project. Take into consideration CSS agreements, IGAS, MOUS, etc and status of each or existence.>*

1.8. FIXED LIMIT OF CONSTRUCTION COST

The Fixed Limit of Construction Cost is the estimated portion of the project budget allocated for the construction phase of the project that includes all construction contract amounts for all construction packages for the project. Each construction contract amount includes the total actual price of construction, the CMGC Management Price Percentage applied to each construction item, and

all indirects, force accounts, and risk pools that are associated with the construction of all elements of the work designed or specified by the Design Consultant.

The CMGC Management Price Percentage is defined in **Section 2 CMGC Requirements and Proposal Instructions.** The Fixed Limit of Construction Cost for this project is *$<insert estimate of construction cost here>. The projected funding timing and source may change which may lead to multiple CAPs.*

1.9. PROJECT CONSTRUCTION SCHEDULE

Insert a brief description about the estimated construction schedule. This description is intended to give CMGC contractors some idea of the importance and scope of the construction schedule. Include private utility relocations, local agency actions, and the following:

A. *Brief summary about more aggressive proposal schedules. Will they be allowed to introduce different schedules than the one CDOT has created? Different schedules should be allowed but options need be flexible throughout the preconstruction phase.*
B. *CDOT and the Contractor should work together to create a baseline schedule.*
C. *How much flexibility is included in the schedule that is presented at the Construction CAP? What will the contractor need to do if there are changes to the schedule during construction?*
D. *Microsoft Project or Primavera Software? (Note: Options need to be flexible and selected on a project to project basis).*
E. *How often will the contractor be required to update the construction schedule in the Pre-Construction Phase? At what milestones? Long Lead Time Procurements?*
F. *Is the project schedule defined at this time?*
G. *What factors affect the schedule? ROW? Utilities? Funding? Environmental Factors?*
H. *Is there are goal of schedule or minimizing impacts?*

1.10. PRELIMINARY DOCUMENTS AND DRAWINGS

*<***Note: Are there preliminary documents or drawings available? Materials reports? Geotechnical reports? Bridge Selection reports? All documents and drawings should be available at the time of Ad and the release of the RFP*

1.11. SPECIFICATIONS

The *2011* Standard Specifications for Road and Bridge Construction controls construction of this project. *<The Selected Design Consultants or CDOT Designer>* will develop the project special and standard special provisions that will take precedence over the Standard Specifications and plans.

1.12. OWNERSHIP OF THE DOCUMENTS

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

1.13. REQUIRED PERCENTAGE OF WORK

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

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

1.14. PROJECT COMPUTER SOFTWARE REQUIREMENTS

The Contractor shall utilize the most recent CDOT adopted software. The primary software used by CDOT is as follows:

- Estimating: Microsoft Excel 2007 or other software that is compatible with providing pricing on the CDOT Schedule of Bid Items standard format using the most current CDOT Item Code Book.
- Scheduling: Microsoft Project 2007 *or Primavera vX*
- Specifications: Microsoft Word 2007

*<***Note: This section needs to be edited depending on the requirements that the project management team is asking of the CMGC. Are you requiring them to draft shop drawings, do other things with software? What are the cost and scope implications?>*

1.15. REQUIRED AVAILABILITY OF KEY PERSONNEL

Listed personnel in the Project Management Team/Capability of the Proposer section of the Proposal constitutes an agreement by the Proposer to make the personnel available to complete work on the contract at whatever level the project requires. Modifications to the Proposer's Team or Key Individuals and other personnel listed in the Proposer's Project Management Team will not be approved without justification. Examples of possible justification include changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause.

In order to secure CDOT's approval prior to the award of the construction contract, a written request shall be forwarded to the person and address as shown in the Section III General Instructions, Proposal Submittal of this RFP. The request shall include: a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the

required qualifications for the position/responsibility. No such modification will be made without prior written CDOT approval from the Contract Administrator.

1.16. ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS

The Proposer will include a full disclosure of all potential organizational conflicts of interest in the Proposal. By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer will make an immediate and full written disclosure to CDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict or interest is determined to exist, CDOT may, at its discretion, cancel the contract. If the Proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to CDOT, CDOT may terminate the contract for default. No firm that is ineligible for State contracts may be part of any Proposer. Each Proposer is responsible for determining eligibility of its team members.

1.17. APPLICABLE FEDERAL AND STATE REGULATIONS

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

1.18. NONDISCRIMINATION

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

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

1.19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

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

Or

The contract goal for DBE participation during the pre-construction services is XXXXX percent (X%). As detailed in the attached Appendix D, the Proposer must demonstrate sufficient good faith efforts to meet the contract goal in order to be deemed responsive and be eligible for the pre-construction services contract award.

If awarded the pre-construction services contract, the Proposer will be required to provide a monthly summary of DBE participation and may be subject to sanctions for failing to meet the contract goal. The final amount of the contract goal shall be calculated based upon the entire contract amount including any change orders and early procurements approved by CDOT. It is the responsibility of the contractor to make all necessary modifications in order to reach the contract goal.

In addition to the contract goal for pre-construction services, a contract goal will be set for all construction phases. Sufficient good faith efforts to meet the goal shall be a condition of award of each construction phase contract.

1.20. COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES

The selected Proposer will be paid a total lump sum amount of $_____ for CMGC services during the Preconstruction Phase. Monthly payments will be paid per invoice as work progresses based on percent complete with agreement of the CDOT Project Manager.

1.21. EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP)

The Construction Agreed Price (CAP) is the amount that will be incorporated into the standard CMGC Construction Project Contract for Construction Services. The CAP is the sum of the direct Cost of Construction and the CMGC Management Price Percentage for a specific construction package. CDOT and the selected Proposer will refine the Cost Model, consisting of bid items, quantities, risks and assumptions for the construction package, through a series of Cost Model meetings. The selected Proposer will propose a CAP and if necessary, CDOT and the selected Proposer will negotiate the direct Cost of Construction for that package to agree on a final CAP. Payment for the construction of the project will be paid through a Schedule of Bid items as per the Standard Specifications for Road and Bridge Construction.

CDOT anticipates requesting CAP proposals when both the Contractor and CDOT agree the design has progressed to the appropriate level, typically at 90%. The Contractor shall submit CAP proposals and Electronic Bid Submittals (EBS) once a CAP has been accepted. Multiple CAPs may be developed and accepted during the design and construction phases of this project. CDOT reserves the right not to award any parts(s) or all of the Construction Services, and bid/award some or all of the construction work separately. The selected proposer shall deliver to CDOT a proposed CAP and CAP Supporting Documents at any appropriate milestones identified at the Project Scoping Workshop for an appropriate LLTP or construction phase.

Except for change orders, agreed overrun items and agreed upon risk pool items approved by CDOT, a CAP will not be increased. The Contractor assumes all risk with performance of the bid items, including management of its subcontractors, suppliers, and any associated cost impacts over and above a CAP not listed as overrun items in the construction specifications or agreed to as risk pool items in the executed Risk Register.
A CAP proposal can be offered and negotiated three times. After the third and final attempt at a CAP negotiation, CDOT reserves the right to prepare the plans, specifications, and estimate package for advertisement. The CMGC services contractor will not be allowed to bid.

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

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 CAP has been negotiated with the Contractor and as agreed to in the executed project Risk Register.

SECTION 2 – CMGC PROPOSAL REQUIREMENTS AND INSTRUCTIONS

2.1. PROPOSAL GENERAL INFORMATION

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

Proposers that were not short listed may request a mock scored interview to gain experience if the proposer has never been interviewed by CDOT on prior CMGC selections. CDOT will conduct a scored mock interview for non-selected Proposers but there will be no opportunity for award or selection.

Contractors interested in submitting Proposal packages to CDOT are requested to submit one package that is inclusive of pre-construction CMGC services, with the option of construction if CDOT accepts construction CAP proposals. Selection will be on a best value basis in accordance with the evaluation criteria set forth in Section 3 Proposal Content and Evaluation Criteria.

Contractors or Joint Ventures from this point forward in the RFP will be referred to as the “Proposer or Proposers.”

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

A. Multiple proposals from a single Proposer will not be considered.

B. No reimbursement will be made by CDOT for any costs related to the preparation of the Proposal, required documentation, interviews, presentations, discussions, and/or any related activities. These costs are the sole responsibility of the Proposer or joint venture.

C. The Proposer will include a full disclosure of all potential organizational conflicts of interest in the Proposal. By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer will make an immediate and full written disclosure to CDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts.

D. Any proposal received by CDOT after the time specified in **Section 2.3 Key Events Schedule** shall be considered late and shall be returned unopened to the Proposer. No late proposals will be accepted for this project.

E. Except for the Approach to Risk, Schedule, and Price and the CMGC Management Price Percentage Proposals as defined in Section 3.3 and Section 3.4, all records, documents, drawings, plans, specifications, and other materials relating to the conduct of CDOT business, including materials submitted by Proposers, are subject to the provisions of the Colorado Open Records Act (C.R.S. 24-720191, et seq) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. Such laws govern CDOT's use and disclosure of records.

During the Procurement phase, CDOT will accept materials clearly and prominently labeled "PROPRIETARY", "TRADE SECRET", or "CONFIDENTIAL" by the Proposer. Any such proprietary information, trade secrets, or confidential commercial and financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, confidential commercial or financial information shall not be permitted and shall be deemed invalid. 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 material properly labeled as proprietary, trade secret, or confidential so as to allow the Proposer the opportunity to protect such materials from disclosure. Under no circumstances, however, will CDOT be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of the court, or occurs through inadvertence, mistake, or negligence on the part of CDOT or its officers, employees, contractors, or consultants.

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

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

All submittals will become the property of CDOT, will not be returned, and will be disposed of according to Department policies.

F. CDOT reserves the right to reject any or all proposals. Proposals that do not meet the Minimum Proposal Requirements listed in section 2.2 will be rejected as non-responsive.

G. CDOT shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals, nor in costs related to any element of the selection and contract negotiation process.

H. The selected Proposer will be contracted for design services and is expected to be contracted for construction services for this project. The selected Contractor is not guaranteed to receive a Notice to Proceed to perform construction work if services are terminated at the completion of the preconstruction phase due to lack of construction funding or failure to reach a CAP.

I. If CDOT and the selected Proposer fail to reach a CAP and CDOT chooses to advertise this project for bids, the selected Contractor will not be permitted to submit a bid.

2.2. MINIMUM PROPOSAL REQUIREMENTS

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

A. Attend mandatory Pre-Proposal meeting as defined in Section 2.4.

B. Demonstrated a bonding capability up to $<Fixed Limit of Construction Cost of the maximum anticipated scope of work> for an individual project along with current and anticipated workloads. Provided a letter from a surety company indicating that the Proposer is capable of obtaining Payment and Performance Bonds covering Project No. <insert project number here><insert project description>, for at least $<insert fixed limit of construction cost for maximum anticipated scope of work here>. The surety submitting the letter must be a surety company or companies licensed by the State of Colorado and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating “unlimited” bonding/security capability are not acceptable. Performance and Payment Bonds will be required at the time the Construction Agreed Price is accepted. The final value of the Bonds will equal the final construction contract amount.

C. Provided CDOT with evidence of insurability that meets the requirements of Subsection 107.15 of the Standard Specifications for Road and Bridge Construction. The Contactor or Joint Venture is not required to provide Professional Liability insurance certificates. CDOT may, at its election, implement an Owner Controlled Insurance Program (OCIP) for the construction of this project. Lines of insurance coverage may include any or all of the following: Workers Compensation, Commercial General and

Excess/Umbrella Liability, Contractors Pollution Liability, and/or Builders Risk. CDOT reserves the right to determine who participates in the OCIP.

D. Be pre-qualified with the CDOT Contracts and Market Analysis Branch at the *<enter the correct prequalification level based on the maximum expected scope of work>* level and satisfy all requirements of pre-qualification per the "CDOT RULES FOR PREQUALIFICATION, DEBARMENT, BIDDING AND WORK ON COLORADO DEPARTMENT OF TRANSPORTATION ROAD, HIGHWAY AND BRIDGE PUBLIC PROJECTS" within 14 days of the Proposal submittal deadline as shown in the Key Events Schedule below. Federal and State regulations require certification by prospective participants (including contractors, subcontractors, and principals) as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments.
E. Met all of the Proposal Submittal requirements of section 2.8.
F. Provided CDOT with a signed Anti-Collusion Affidavit, CDOT form #606.

2.3. KEY EVENTS SCHEDULE AND RFP DATES

Proposers are required to meet the dates set for the Proposal submission, the oral interviews, and negotiation meeting. Contractors are also required to meet the information submittal dates outlined in the summary sheet. Failure to meet these dates will result in the Proposal being considered non-responsive.

Note to Project Managers: Consider including One-on-One Briefings after the mandatory Pre-Proposal Meetings for complex CMGC projects Project Managers and/or Resident Engineer's need to call proposers on Pre-Proposal meeting sign in list if dates change!.

Public Notice Phase	**Date**	**Time**
Advertisement/ Notification of Request for Letters of Interest/		
Submittal of Letters of Interest		
First Advertisement of RFP		
Mandatory Pre-Proposal Meeting		
One-on-One Briefings (Post-Proposal Meeting)		
Final RFP Questions or Comments Due		

Short List Phase	**Date**	**Time**
Submittal of Proposal		
Short Listing Selection Panel Meeting		
Short List Approval		
Notification of Short List Candidates		

Selection Phase	Date	Time
Selection Panel Meetings (Interviews)		
CMGC Management Price Percentage Proposals Submitted		
Selection Panel Meetings (Mock Scored Interviews)		
Chief Engineer Selection Approval		
Contractor Notification		
Contract Execution/NTP		

2.4. MANDATORY PRE-PROPOSAL MEETING

The mandatory pre-proposal meeting will be held on *<Date, i.e. May 4th, 2020>* at <location of Pre-Proposal Meeting> at *xx:xxam/pm*. This meeting will introduce all contractors to the CMGC contract delivery method, give and overall introduction to the project as scoped, and enable CDOT to answer questions about the project and process. The CDOT Project Management team for the project will be present. This meeting will be approximately *XX* hours long.

<Directions: With the pre-proposal meeting, it is the responsibility of the project management team to give a 20-minute presentation about CMGC and the scope of the project. The CMGC portion of the presentation is already in template form. The project portion of the presentation should match what was said in the RFP and any reference documentation. Aerials, project scope, stage of design when contracted, project goals, and an overall picture of the project will help the contractors with their proposals.>

2.5. QUESTIONS AND CHANGES TO THE RFP

A. CDOT reserves the right to make changes to the RFP. Changes to the RFP generally consist of Clarifications, Scope Changes, or Time and/or Date Changes. All changes to the RFP prior to the receipt of proposals shall be made by an addendum to the RFP, which shall be made available to all Proposers on the CDOT webpage. Following receipt of proposals, any changes to the RFP will be conveyed in writing to those Proposers determined to have met the minimum qualifications.

B. Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request to the address set forth above. The request shall specify the provision and section of the RFP in question, and, if a change is requested, contain an explanation for the requested change. CDOT will not respond to questions or change requests received after *<Date (Time), i.e. May 4th, 2020 (5:00pm)>..*If the requested change is to **Section 1 – Scope of Work** the request must be RECEIVED by CDOT not later than *<insert date here, 10 days before proposal deadline>* as per **Section 2.3 Key Events Schedule.**

C. CDOT will evaluate any questions and/or requests submitted, but reserves the right to determine whether to respond or accept the requested change. All questions not deemed proprietary will be posted on the project advertisement site in Q & A form. The Project Manager will determine whether a question is proprietary.

D. Proposers shall not rely on oral or written instructions regarding this RFP, unless issued in writing as an addendum by CDOT.

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

2.6. CONTRACTOR PROTEST RULES

Protests will be handled as follows:

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

The Chief Engineer or designee shall have the authority to settle and resolve a protest of a Contractor, actual or prospective, concerning the solicitation or award of a contract. A written decision regarding the protest shall be rendered within seven working days after the protest is filed. The decision shall be based on and limited to a review of only those issues raised by the aggrieved Contractor, and will set forth each factor taken into account, in reaching the decision. The decision will constitute the final agency action of the Colorado Department of Transportation regarding the protest.

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

2.7. AWARD OF CONTRACT

CDOT intends to evaluate, select, and award one CMGC contract to the top ranked Proposer based on a Best Value Selection with Chief Engineer Approval. The selected CMGC will be awarded a contract for Pre-Construction CMGC Services. Once design of construction package(s) is sufficient to prepare, negotiate, and accept a Construction Agreed Price (CAP) proposal, a CDOT Construction Contract will be drafted, signed, and executed.

All negotiations shall be open book. CDOT shall have access to all CAP proposal documents, quotations, takeoffs, and other construction cost estimates during negotiations. Issuance of the Construction Contract will be subject to the Proposer posting 100% performance and payment bonds and being compliant with CDOT procurement policies. The CMGC Contractor will competitively procure and award

subcontractors in accordance with their proposed subcontracting plan, as described in **Section 2 and Section 3** of this RFP.

2.8. PROPOSAL SUBMITTAL – STEP 1

Respondent must comply with the following items, *A through L. H is the DBE section and may not be needed*>. CDOT retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of CDOT**. (Please note that the primary focus of this evaluation will be the firm(s)' capabilities).**

A. Deliver ***XXX (X)*** hard copies along with ***X (X)*** electronic copy PDF file on a CD or flash drive of the Proposal to the Colorado Department of Transportation Contracting Officer *<insert officer name>*, 4201 Arkansas Ave., 2nd Floor, Denver, Colorado, 80222.

B. **Proposal Format:**

1. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the **Evaluation Form B-1** from **Appendix B.** Additional information, if provided, shall appear at the end of the submittal under its own tab(s).
2. All submittals shall use minimum font size of 11 Times New Roman and minimum font size of 10 Time New Roman on charts, graphs, and figures.
3. Cover or Introductory Letter (1-page limit - 8-1/2 x 11 paper)
4. Proposal Section (20-page limit, 8-1/2 x 11 paper)
5. An Optional Section (8-page limit – 8-1/2 x 11 paper, and up to 5 of the 8 pages can be on 11 x 17 paper)
6. The Commendation Section for awards or letters of recommendations from past clients (5 page limit – 8-1/2 x 11 paper)<optional>
7. Appendix Section (no page limit but see I.)

C. In CDOT's continued environmental efforts in "Going Green," Proposers are encouraged to submit their Proposal using a 2-sided format, rather than using only one side.

D. Submittals shall be evaluated in accordance with criteria as indicated in **Section 3.2 Proposal Evaluation Criteria** and ranked on the corresponding evaluation form in **Appendix B**.

E. Responses to all items shall be complete.

F. All references shall be current and relevant.

G. The optional section may include supplemental materials for risk assessments, cost models examples, processes, and additional photos, exhibits, or schedules.

H. An appendix section will be included in the proposal. This section will include resumes, Surety Letters, evidence of insurability. Resumes and references for team members should be limited up to the seven primary members of the Proposer's team.

I. Tabs, covers, and tables of content pages DO NOT count against the page count. Binding of Proposals is up to the Proposer.

2.9. ORAL INTERVIEWS – STEP 2

A. Short List

From the submittals received, a short list of qualified respondents shall be identified using the scoring indicated on the enclosed CMGC Proposal Evaluation Form B-2 in **Appendix B**. Firms failing to meet the minimum required qualifications will not receive further consideration.

B. Oral Interview

Mandatory oral interviews will be conducted for the short listed firms only. Interview times and location will be arranged by CDOT and all short listed firms will be notified in advance. Oral interviews will be evaluated on the enclosed CMGC Oral Interview Evaluation Form in Appendix C.

Mandatory oral interviews will be conducted for all short listed firms. The interviews for non-shortlisted firms are for experience only; feedback will be provided however the interview will not be scored. Interview times and location are scheduled per Section 2.3 Key Events Schedule but are subject to change. All firms will be notified in advance. Oral interviews will be evaluated on the enclosed CM/GC Oral Interview Evaluation Form in Appendix C.

2.10. SEALED CMGC MANAGEMENT PRICE PERCENTAGE - STEP 3

Sealed CMGC Management Price Percentage Proposals will not be submitted with the initial proposal but are required to be submitted at the oral Interviews by short list Proposers.

Only one copy of Form B-3 is required on the scheduled submission date. The CMGC Management Price Percentage will remain sealed until after the qualitative scoring and will then be opened after the Selection Panel Interview Meetings.

The CMGC Management Price Percentage Proposal will then be converted into points in accordance with **Section 3.4.** CMGC Management Price Percentage Proposals shall be submitted on the Forms B-3 provided in **Appendix B** without modification.

The CMGC Management Price Percentage proposals shall include a summary of components used in establishing the CMGC Management Price Percentage.

The CMGC Management Price Percentage is a percentage which will be applied to all Construction Phase CAP Proposals based on the Fixed Limit of Construction Cost. The CMGC Management Price Percentage shall include all profit, general and administrative ("G & A") costs, and home office overhead as defined in **Appendix C.** Summaries must include the line items detailed in Appendix C

CMGC Management Price Percentage Proposal Format:

A. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence to include the following:

   1. CMGC Management Price Percentage Proposal Forms B-3 (1 Page – **Appendix B**)
   2. CMGC Management Price Percentage Summary Information (2 pg limit – summary page)

   Paper must be 8 1/2 X 11 paper, and all submittals shall use a minimum font size of 11 Times Roman.

B. In CDOT's continued environmental efforts in "Going Green," Contractors are encouraged to submit their CMGC Management Price Percentage Proposal using a two-sided format, rather than using only one side.

C. CMGC Management Price Percentage Proposal Form B-3 from **Appendix B** must be filled out in its entirety.

D. All content, as required in **Section 3.4 Evaluation Criteria for CMGC Management Price Percentage Proposal**, must be integrated into a narrative and into sheets as instructed. These items can be found on the CMGC Management Price Percentage Proposal Form in **Appendix C**. The evaluation criteria for the CMGC Management Price Percentage Proposal can be found in **Section 3.4 Evaluation Criteria for CMGC Management Price Percentage Proposal** of this RFP and it will be scored separately from the technical proposal and oral interview.

E. Any submitted CMGC Management Price Percentage Price Percentage Proposal lower than 5% will be rejected.

SECTION 3 –PROPOSAL CONTENT AND EVALUATION CRITERIA

3.1. METHOD OF SELECTION AND AWARD

The Selection Panel shall complete a short list evaluation based on the Proposer submitted Proposal package based on criteria in **Section 3.2 Evaluation Criteria for Proposals**. **A minimum of three** short listed Proposers shall be invited to Oral Interview meetings with the Selection Panel and further evaluated based on criteria in **Section 3.3 Evaluation Criteria for Oral Interviews**. CDOT intends to shortlist three Proposers. More proposers may be shortlisted, at the discretion of the Chief Engineer, if the preliminary results warrant. At the Oral Interview meeting, short listed Proposers shall be required to submit a sealed CMGC Management Price Proposal that will be evaluated based on criteria in **Section 3.4 Evaluation Criteria for CMGC Management Price Percentage Proposals.**

Numerical ranking and selection of the most qualified proposer will occur on the corresponding evaluation forms in **Appendix B**. The CMGC Management Price Percentage Proposals will be opened ONLY after all numerical rankings are finalized.

Award and contract will be contingent on availability of key proposed Project Management Team staff.

Each separate section will be ranked with a maximum score of 100 points. Each section will then have the appropriate overall weighted multiplier applied to it for final ranking.

Weighted Multipliers:

Proposal:	55pts Total
Interviews:	30pts Total
CMGC Management Price Percentage:	15pts Total

3.2. EVALUATION CRITERIA FOR PROPOSALS (55 Points Possible)

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

A. Proposal Section

1. Project Management Team/Capability of the Proposer

i. Composition and Commitment of the Project Management Team

a. Provide a description of the composition of your project management team. If your team is a joint venture or association, indicate specific responsibilities of each member and firm of the team.

b. Provide, Identify and discuss the qualifications of the Key Personnel. Include the following for each member of the proposer's team:

1. Provide job descriptions, responsibilities, and authority for each team member.
2. Provide a description of the current and future projects, responsibilities, and commitments for each team member.
3. Team members current home office location.
4. Qualifications and Past Construction Experience relevant to this project, in addition to length of time performing those job duties
5. Unique knowledge of team members related to the project.
6. Length of time with the firm for each key team member and in length of time for overall experience pertinent to
7. Experience on similar projects as a team.
8. 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 <month, date, year of when proposal is due>.
9.
    - Provide a list of previous experience relevant to the general scope of work for this project. For each listed project or experience please include owner and architect/engineer references and contact information for CDOT may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

    - All references submitted shall be current for relevant projects. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of <month, date, year of when proposal is due>.

i. Project Manager
    - This person services as overall Project Manager for the CMGC services and construction services, and will be the main point of communication to the project team.

ii. Cost Estimator
    - This person is an experienced construction cost estimator. Their experience should include experience assessing risk, estimating major construction project costs, market knowledge, and discussion of assumptions.

iii. Up to 4 other persons from the following list that the Proposer considers as key to the success of the project.

- ***Construction Manager***
    a. *This person is an experienced manager in overall construction management.*
    b. *This person shall be dedicated to the preconstruction and construction phases.*
- ***Superintendent***
    a. *This person is experienced in construction of projects of a similar nature and coordination and will be required to be at milestone meetings, review plans, and submit comments.*
- ***Tunneling Construction Manager***
    a. *This person is an experienced manager in tunnel construction, excavation methods, and blasting.*
- ***Accelerated Bridge Construction Manager***
    a. *This person is experienced mananger in the performance of accelerated bridge construction including in SPMTs and sliding in bridges.*
- ***Public Information Officer***
    a. *This person is an experienced manager in public information, public relations, and strategy in communications with stakeholders.*
- ***Safety Expert***
    a. *This person is an experienced manager in project, traffic, and overall safety as it relates to construction projects.*
- ***Scheduling Expert***
    a. *This person is experienced in construction scheduling.*

iv. Up to two additional persons that the Proposer considers as key to the success of the project. Examples include subject matter experts in technical operations, specialty subcontractors, scheduling, safety, public information or others.

c. Provide a separate graphic showing organizational structure chart, complete with working titles for the project management team in both design and construction ,

d. Narrative describing succession planning for team stability and planning for any member of the project team that leaves during design or construction.

e. Provide the office location for the staff and generic equipment to be provided under this RFP for the performance of this contract.

ii. <u>Team Building and Collaboration</u>

a. Provide a narrative describing how the proposer's team will contribute to the building a professional and collaborative project team.

iii. Safety Record and Performance:

a. Provide a narrative of the proposer's safety programs, processes, and initiatives that demonstrate a record of safety performance.
b. Provide the following information for each entity involved, covering the last 4 years *(2009-2012).*
   - Experience Modification Rates (EMR);
   - OSHA Reportable Incident Statistics;

2. ContractorCapability

a. Prior Experience/Performance/References

b. Project Background and Success

- Provide three or more relevant projects/programs that demonstrate the proposer's ability to be successful on this project. For each listed project or experience please include owner and architect/engineer references and contract information for CDOT may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

Provide, at a minimum, the following:

- The project/contract name
- Description of services provided
- Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders
- Organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract)
- Key assigned in-house staff (name and title)
- Subcontracts (service) used in the performance of the contract
- Schedule history
- Reference(s) for Owner and Design Consultants

All references submitted shall be current for relevant projects. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of <month, date, year of when proposal is due>.

- Coordination with stakeholders, if any
- Continuing services, if any

3. Strategic Project Approach

Provide a strategic project approach summary. It should:

a. Include discussion of your approach in providing successful General Contracting services based on prior experience and how it applies to meeting CDOT's project goals. This may include specific examples of: of your firm's processes (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, cost savings, plan reviews, general conditions, budgets, organizational structures, quality control, etc.).

   Provide a description of the construction work the Project Management Team has the capability to competitively bid and self-perform, including qualifications to do such.

b. Discuss the projects goals and the proposer's approach to maximizing and attaining the project goals.

c. Discuss your approach to fulfilling the commitments made during the project's environmental process. *<Describe the documents (EA/FONSI, EIS/ROD, IGA's, Historical, etc.). Available documentation should be listed with the RFP as additional project references. Also discuss decisions that have been made and cannot be revisited>*

   Discuss your approach to fulfilling the commitments made during past NEPA and CSS studies and the project's ongoing environmental assessment study.

d. Discuss how you would work in the preconstruction phase to develop major salient features and your approach to the constructability of the project.

e. Propose possible conceptual construction approaches and sequences that optimize value to the project with a realistic view of known constraints. Discuss factors that would affect schedule such as outside constraints, seasonal work, materials, equipment and labor availability, etc.

f. Identify other Resources and Capabilities. Describe additional unique resources and capabilities that your company will bring to the project and how these unique resources and capabilities will be beneficial in achieving the project goals.

g. Discuss the potential project challenges. Describe any project challenges that are anticipated by your company and how you plan to mitigate the risk of these challenges.

h. Discuss your approach to safety during the design and construction phases that will keep the traveling public and workers safe.

i. The Proposer will work with CDOT to develop the Stormwater Management Plan. CDOT will obtain the CDPHE permit prior to construction. The permit will be transferred to the contractor during construction.

j. Discuss your approach to the design effort to help to reduce errors and omissions, improve constructability, and reduce the cost of construction. Describe means and methods that will be used to support the design development and decision-making process in both the pre-construction and construction phases of the project. How will these proposed processed help CDOT decide which suggestions to use and how will the cost savings be tracked and documented.

k. Describe your approach for a subcontractor selection plan that describes your business process for the below-mentioned items.

   a. Identify elements of work for subcontracting opportunities, work elements that will allow for equal opportunity, and types of outreach programs you will use to include small and disadvantages businesses for this project;
   b. Discuss how will you enforce procedures and protocols that ensure compliance with Project Plan and Specifications;
   c. Describe what processes will you use to develop effective communications between the CMGC Team, Civil Rights Managers, and the sub-contractor;

Discuss what mechanisms you will use to solicit reliable bids from subcontactors, lock in item costs for CAP and in the event additional work is needed during construction.

e. Discuss how you will ensure the sub-contractor will provide work that is within schedule, high quality workmanship, and adheres to your safety standards.

This is required per specifications.

l. Discuss the importance of co-location of the Project Team based on the estimated construction cost, challenges during the design and con-struction phases, and communication requirements of the project.<optional – should be used on a project-by-project basis>

4. **Project Innovations**

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

Please discuss these further as follows:

i. Describe specific technical or production innovations related to design or construction that may further improve reaching project goals.

ii. Describe impacts of the innovation(s) on time, cost, and quality.

iii. Describe the methods your team will utilize for development, tracking, and proposal of innovations to the Project Team.

5. **Approach to Risk, Schedule, and Price**

(Are the proposers to use the salient features to discuss risk, schedule and price?)

(I would recommend this section allow for them to openly) Discuss Risk, Schedule, and Price and how they are elementscritical to the success of CMGC projects and processes. As each Opinion of Possible Construction Cost (OPCC) or Construction Agreed Price (CAP), risk, schedule, and major assumptions need to beevaluated, discussed, and agreed to by the CMGC Contractor and CDOT how do you see your company making this successful? ((Does the RFP need to educate them? Should not the proposer be adding this to their RFP?)

The following (two or three) salient features of work will be major factors in the success of this project.

1. Salient Feature of Work 1 Description

2. Salient Feature of Work 2 Description

~~3. Salient Feature of Work 3 Description~~

For Each Salient Feature should include discussion on the following:

1. **Cost Model Approach:**
    a. **Show how your cost model would look;**
    b. **Discuss how you would use CDOT bid items cost data for cost evaluation and comparision**
    c. **Briefly discuss your cost assumptions you would include for this salient feature**
    d. **Briefly discuss how market conditions would affect the cost of this work.-**

2. **Schedule Approach:**
    a. **Discuss what design aspects you would recommend to the designers that would reduce schedule or added benefit to the project**
    b. **Discuss what construction elements or features your company will use to reduce schedule or provide added benefit to the project**
    c. Address how you will collaboratively integrate and optimize the construction schedule with the design schedule.

3. **Risk**
    a. **Discuss your risk management process that will be used to identify, cost, probability of that risk and what recommendations you would make to reduce or eliminate the risk.**
    b. Discuss how you will address risk responsibility and developing the Risk Register with an approach to shared and owner risk pools.

4. **Quality**
    a. **Discuss your approach to how you will address quality for this salient feature**

5. **A cost model approach to the construction of the salient feature that includes:**
    a. A description of the open cost model estimating process you will use to communicate the cost of each bid item and the cost of any risk.
    b. Communicate the assumptions, risk, opportunities, innovation, market conditions, limited or significant market competition, subcontracting opportunities, means and methods, and potential challenges in the current design or feature that could impact schedule and cost.
    c. Submit pricing that includes innovative cost savings, opportunities, value to the project, and minimized risk.
    d. Communicate how existing items from the current CDOT Bid Item Book (CDOT Bid Item Book located at: http://www.coloradodot.info/business/eema could be utilized or “which proposed” requirements for new

items and specifications "could be utilized to achieve the project goals."

6. **A construction schedule for each salient feature that will:**
    a. Address how you will collaboratively integrate and optimize the construction schedule with the design schedule.
    b. Explain how your scheduling will be flexible and adaptable in allowing for phased construction and multiple CAPs if required.

7. **A sample risk assessment identifying risks that would increase cost and the anticipated cost of that risk that includes:**
    a. What formalized risk management process will be used to identify, price, and reduce or eliminate risk.
    b. Risk mitigations that you could apply to decrease the cost and increase projected cost savings.
    c. Opportunities to improve cost, quality, and schedule.
    d. Input in assigning risk responsibility and developing the Risk Register with an approach to shared and owner risk pools.
    e. Analysis of the risk to cost and schedule for each salient feature.
    f. Identify if a risk is an owner's risk, contractor's risk, or shared risk.

Use the table below to create a Risk Mitigation Matrix to identify potential key risks that affect project costs and schedule. Explain risk mitigation with potential schedule and cost impacts. Discuss your process for risk allocation.

Identified Risk or Opportunities	Risk Mitigation Plan	Potential Cost Impacts (+ or -)	Impacts to Project Schedule (+ or -)	Risk Allocation (Owner, Shared, Or Contractor)

3.3. EVALUATION CRITERIA FOR ORAL INTERVIEWS (30 Points Possible)

An oral interview will be a mandatory part of the selection process after the CDOT selection panel for the short list of Proposers and optional for any additional Proposers that request an interview.

The structure of the oral interview will be as follows:

A. **Short Presentation (10 Points):** Summarize the Proposal and describe the Contractor's Innovation Ideas and Unique Resources (15 Minutes). This is the part of the interview where the Proposer needs to communicate to the Selection Panel why they should be chosen. What strategies and abilities does the Proposer bring to this CMGC project that makes them the best candidate? 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 (10 Points):** The Proposer will be given a written challenge to review and propose a course of action to address the elements in the problem. The Proposer will be given 15 minutes to prepare a response or solution and 5 minutes to present a formal response or solution to the Selection Panel. This challenge scoring will be determined by the following criteria:

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

C. **Question and Answer Session with the Selection Panel (10 Points):** The questions asked in this session will be standard questions for all interviewers. Questions asked will be the same for each proposer but follow-up questions to clarify proposer answers will be allowed. The interview presentation and question/answer scoring will be based on the following criteria::

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

3.4. EVALUATION CRITERIA FOR CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL (15 Points Possible)

The sealed CMGC Management Price Percentage Proposal has two sections.

1. CMGC Management Price Percentage – 15 Points

Proposers shall state their proposal CMGC Management Fee, identified as a percentage and carried out to four decimal points (e.g. 0.0000%), which will be applied to all construction phases. The CMGC Management Price Percentage shall include all profit, general and administrative ("G & A") costs, regional and home office overhead, and non-reimbursable costs identified in Appendix C. The CMGC Management Price

Percentage shall not change regardless of the final, negotiated amount of the CAP for Early Construction and Construction Phases.

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

The CMGC Management Price Percentage score will be determined by comparing each firm's sealed CMGC Management Price Percentage with the lowest CMGC Management Price Percentage being equivalent to the maximum score of 15 points. To score each fee percentage, the Selection Panel will use the following example formula:

Scoring of the CMGC Management Price Percentage:
Example: Assume the lowest CMGC Price Percentage was 10%.

FIRM A: $\frac{10\%}{10\%} \times 15 \text{ points} = 15 \text{ points}$

FIRM B: $\frac{10\%}{13\%} \times 15 \text{ points} = 11.5 \text{ points}$

FIRM C: $\frac{10\%}{16\%} \times 15 \text{ points} = 9.38 \text{ points}$

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

APPENDICES

APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

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

APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
INITIAL PROJECT SCOPING MEETING (WORKSHOP)			
A. CMGC AND PARTNERING INTRO SESSION			
B. PROJECT SITE VISIT AND INSPECTION			

C. PROJECT STATUS, GOALS, ELEMENTS, OBJECTIVES, DESIGN SCHEDULE REVIEW			
D. INDENTIFY PROJECT RISKS AND DEVELOP INITIAL RISK MANAGEMENT PLAN AND RISK REGISTER			
E. REVIEW APPLICABLE ENVIRONMENTAL DOCUMENTS (ROD, FONSI, ETC.)			
F. INDEPENDENT DESIGN AND AS-BUILT REVIEW			
G. DEVELOP PROJECT SCHEDULE AND TASKS			
H. SCHEDULE BI-WEEKLY PROGRESS, FIR, FOR, AND MILESTONES MEETINGS			
I. IDENTIFY DESIGN CRITERIA			
J. DISCUSSION OF POSSIBLE EARLY DELIVERY AND LONG LEAD TIME ITEMS			
K. ANALYSIS OF PROJECT PHASING AND MULTIPLE PS&E PACKAGES			
L. DEVELOP DOCUMENT REVIEW AND NAMING CONVENTION STANDARDS			
L. QUESTION AND ANSWER SESSION			
PROGRESS MEETINGS			
A. CDOT/PM, C/PM, CMGC/PM			
B. PROJECT MEETING MINUTES			
The managers and team members will meet periodically as required (typically at two-week intervals). These progress meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following: • Activities required to be complete since last meeting (Action Items) • Problems and challenges encountered/anticipated and potential solutions • Project Schedule Updates (Design and Construction) • Action Items • Coordination and communication required with: ▪ Team Members ▪ CDOT Specialty Units ▪ Other The CDOT/PM will provide meeting minutes that include details discussed, notes, and all action items relating to the meeting within one week of the meeting.			

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	**REQUIRED OF CONTRACTOR**	**REQUIRED OF DESIGN CONSULTANT**	**REQUIRED OF CDOT/ OTHERS**
PHASE: PRE-CONSTRUCTION			
1. PROJECT DEVELOPMENT PROCESS			
Project Management			
The CDOT/PM will coordinate all the work tasks being accomplished by all parties to ensure project work completion stages are on schedule. The C/PM and CMGC/PM shall coordinate all the work tasks being accomplished by their respective teams to make sure project work completion stages are on schedule			

Communication and Consensus Building			
The CDOT/PM is responsible for the consensus building and facilitating the communication between all members of the project team. This does not dismiss the responsibility of all team members to communicate with the CDOT/PM and the CDOT Project Management Team when required.			
Weekly Update Newsletter			
The CDOT/PM will publish a weekly update newsletter to document the weekly or bi-weekly progress of the schedule, estimate, team meetings, action items, and pertinent information for the FHWA, CDOT management, and project team members.			
Maintain Updated Contact List			
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.			
2. MEETINGS			
• **Graphics support and presentations**			
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.			
• **Provide Local Office**			
The CDOT/PM will obtain and maintain an office within the project area to conduct small group meetings and provide displays/information to the public. This office may have work spaces for project team members, meeting rooms with graphics support and capacity for the entire team to attend. Additional offices or meeting spaces may be considered at the Project Workshop.			
• **PM Updates on Progress**			
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.			
• **Project Discussion**			
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 CONTRACTOR**	**REQUIRED OF DESIGN CONSULTANT**	**REQUIRED OF CDOT/ OTHERS**
PHASE: PRE-CONSTRUCTION			
2. PRELIMINARY DESIGN			
Preliminary Roadway, Geometric, Structural, Environmental, SWMP, etc. Design			
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			

• Environmental - gathering data, analysis, and mitigation development			
• Environmental clearances			
• ROW, specialty, and local clearances			
• Hazardous material investigation			
• CDOT processes (forms, clearances)			
• Utility coordination			
• Conduct field survey of project area.			
• Field and project research			
• Hazardous material investigation			
• Field survey and existing feature development			
• Construction requirements			
• Innovation development, proposal, and tracking			
• Check and field verify all applicable as-built plans			
• Provide construction plans, specifications, and estimates			
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			
• Develop and calculate quantities			
• Risk Register development			
• Initiate and Track DBE/ESB and Subcontractor Plan			
• Constructability reviews and reports			
• Construction Phasing Plan			
• Value Engineering proposals			

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
• Cost savings reviews			
• Preliminary construction schedule			
• Long lead time CAP submissions and proposals			
• Long lead time negotiations			

• Long lead time item procurement			
• Opinion of probable construction cost Estimate #2			
30% milestone FIR (Field Inspection Review) Preparation			
Coordinate, complete, and compile the plans with inputs from other branches: materials, hydraulics, environmental, traffic, right of way, maintenance, safety, and Staff Bridge, if applicable.			
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 layouts.			
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)			
The plans will be reproduced electronically by CDOT.			
Prepare the Engineer's Estimate for work described in the 30% milestone plans based on estimate quantities.			
Prepare the 30% preconstruction milestone			
CDOT Form 1048 – Project Scoping Procedures Completion			
Field Inspection Review Meeting			
Review 30% milestone PS&E package and provide written reviews, comments, and redlines.			
Attend the FIR.			
Provide post-FIR revisions and memo.			
Provide list of all deviations from the standard design criteria and written justification for each.			
Update DBE/ESB and Subcontractor Plan.			
Update Risk Register and Cost Model.			

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	**REQUIRED OF CONTRACTOR**	**REQUIRED OF DESIGN CONSULTANT**	**REQUIRED OF CDOT/ OTHERS**
PHASE: PRE-CONSTRUCTION			
Final Roadway, Geometric, Structural, Environmental, SWMP, etc. Design			
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
• Environmental - gathering data, analysis, and mitigation development			

• Final environmental clearances			
• Final environmental permits			
• ROW, specialty, and local clearances			
• FIPI justification for sole sourcing			
• Final utility coordination			
• Develop and calculate final quantities			
• CDOT processes (forms, clearances)			
• Update Risk Register, formal risk assessment meeting			
• Constructability reviews and reports			
• Construction Phasing Plan			
• Value Engineering proposals			
• Final construction requirements			
• Innovation development, proposal, and tracking			
• Cost Savings reviews			
• 90% preconstruction milestone/Final Office Review (FOR) Construction Schedule			
• Long lead time CAP submissions and proposals			
• Long lead time negotiations			
• Long lead time item procurement			
• Opinion of Probable Construction Cost Estimate #2			
• Provide 90% preconstruction milestone construction plans, specifications, and estimates			

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	**REQUIRED OF CONTRACTOR**	**REQUIRED OF DESIGN CONSULTANT**	**REQUIRED OF CDOT/ OTHERS**
PHASE: PRE-CONSTRUCTION			
• Develop and calculate final quantities			
90% Milestone/FOR (Final Office Review) Preparation			
Coordinate, complete, and compile the 90% milestone plans with inputs from other branches: materials, hydraulics, environmental, traffic, right of way, maintenance, safety, and Staff Bridge if applicable.			

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.			
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.			
The 90% milestone plans will be reproduced electronically by CDOT			
Prepare the Engineer's Estimate for work described in the FOR plans based on estimate quantities.			
Prepare the 90% preconstruction milestone			
90% milestone/FOR (Final Office Review) Meeting			
Review 90% milestone PS&E package and provide written reviews, comments, and redlines.			
Attend the 90% milestone meeting.			
Post-90% milestone revisions and memo			
Provide list of all deviations from the standard design criteria and written justification for each.			
Provide a 90% milestone Construction Plan.			
Obtain final environmental and access permits.			
Finalize construction cost model for Engineer Estimator and ICE.			
Update DBE/ESB and Subcontractor Plan.			
Update Risk Register.			

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	**REQUIRED OF CONTRACTOR**	**REQUIRED OF DESIGN CONSULTANT**	**REQUIRED OF CDOT/ OTHERS**
PHASE: PRE-CONSTRUCTION			
CAP Proposal and Negotiations			
Notify CDOT/PM at a point where CAP proposals can be sufficiently prepared.			
Supply cost model and assumptions to ICE and Engineer Estimate.			
Supply EBS and Construction Contract Checklist to CMGC Contractor.			

Prepare and submit construction CAP proposals.			
Procure independent cost estimate.			
Submit an electronic EBS to the CDOT/PM for each phase.			
Review the construction CAP proposals and compare to Engineer's Estimate and ICE.			
Negotiate final CAPs for each phase.			
CMGC and CDOT have three attempts to negotiate assumptions and prepare CAP estimates. After the third opening, CDOT reserves the right to prepare the bid package for advertisement.			

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

APPENDIX B: EVALUATION AND CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORMS

PROPOSAL, ORAL INTERVIEW EVALUATION SCORING NOTES:

i. CDOT has developed a CMGC Selection Panel Scoring Guide to promote objectivity and transparency. Selection Panel Members are required to read and follow all scoring guidelines.

ii. All Selection Panel Members have signed Non-Disclosure Agreements and Conflict of Interest Disclaimers as part of this procurement and cannot directly be contacted by or contact anyone outside of the Engineering Contracts Officer about this project until the CMGC Services Contract has been executed.

iii. Agencies are encouraged to include additional criteria that reflect the unique characteristics of the project under each category to help determine the submitter's overall qualifications.

iv. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms. Comments by Selection Panel members are required on all scoring forms so that all Proposers may receive constructive feedback on their proposals and performance.

v. Selection Panel scoring values will be only numbers in whole, half, or quarter-number increments (i.e. 2.25, 3,50, 4.00.). Scoring for the Proposal and Oral Interview Criteria form will be based on the following Qualitative Assessment Guidelines, which will be applied to all sections except the CMGC Management Price Percentage.

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

CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL EVALUATION SCORING NOTES:

1. Determine score for each firm's sealed CMGC Management Price Percentage Proposal. The maximum point total for this section is 15 points.

   A. CMGC Management Price Percentage 15 Points Maximum

   - Must include all supporting information required in Section 3.4 and on Form B-3

- CMGC Management Price Percentage Scoring information is described in Section 3.4 of this RFP.

TOTAL SCORING EVALUATION SCORING NOTES:

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

Section:	Score	
Proposal	55pts	(Scoring Form B-1)
Interview	30pts	(Scoring Form B-2)
CMGC Management Price Percentage Proposal	15pts	(Scoring Form B-3)

2. After the evaluation of the Proposal, the three highest ranked Proposers will be short listed and be invited to interview and submit sealed CMGC Management Price Percentage Proposals.

3. The Proposer with the highest total score in all sections will be selected. The score from the qualitative evaluations from all Selection Panel Members will be averaged to produce the total overall score for each Proposer.

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

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

RFP Reference: Meets Minimum Requirements YES ___ NO ___

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

_____

1	**Project Management Team/Capability of the Contractor - 20 Points Maximum**					
	Project Management Team	Rating		Weight		Score
	Composition of Team/Location/Organization		x	1.00	=	
	Qualifications and Experience		x	0.5	=	
	Job Descriptions and Responsibilities		x	0.5	=	
	Team Building and Collaboration		x	0.5	=	
	Safety Performance		x	0.5	=	
2	**Project Team Capability**					
	Prior Experience/Performance/References		x	0.5	=	
	Project Background and Success		x	0.5	=	
3	**Strategic Project Approach: 12.5 Points Maximum**					
		Rating		Weight		Score
	Firm Approach to Maximizing and Attaining Project Goals/Strategic Project Approach		x	2.50	=	
4	**Project Innovations: 7.5 Points Maximum**	Rating		Weight		
			x	1.50	=	
5	**Approach to Cost, Schedule, and Risk: 15 Points Maximum**	Rating		Weight		
	Cost Estimating		x	1.00		
	Schedule		x	1.00		
	Risk Management		x	1.00		

TOTAL SCORE: (55 Points Maximum)

COLORADO DEPARTMENT OF TRANSPORTATION
SCORING FORM B-2: ORAL INTERVIEWS STANDARD EVALUATON FORM
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES

Name of Firm:

Name of Project:

Evaluator: Date:

Oral Interview Section 30 Points Maximum

Oral Interview Scoring Criteria	Rating		Weight		Score
Presentation Session		x	*2*	=	10
Team Challenge		x	*2*		10
Question and Answer Session		x	*2*	=	10
			Total Score		30

TOTAL SCORE: (30 points Maximum)	

Team Project Challenge:

1.
Questions Asked:

1.

2.

3.

4.

5.

6.

COLORADO DEPARTMENT OF TRANSPORTATION
SCORING FORM B-3: CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORM
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES

_____ _____
_____
Date Project Number Project Title

Firm Name: _____ Acknowledge receipt of Addendums No.___ No.___ No.___

CMGC Management Price Percentage Proposal Section 15 Points Maximum,

For instructions, requirements, and scoring for the CMGC Management Price Percentage see Section 3.4. This form only requires CMGC Management Fee Percentage.

1. CMGC Management Price Percentage (15 Points Maximum) %

(Contractor Required Input Above)

Normalized: X 15 =

***Note: Scoring calculation will be conducted by the Selection Panel. See Section 3.4 and Appendix E for instructions.**

TOTAL SCORE: (15 points Maximum)

Applicant or Corporate Officer Signature Date Title

Applicant or Corporate Officer Signature Date Title

Applicant or Corporate Officer Signature Date Title

APPENDIX C: CONSTRUCTION GENERAL CONDITIONS

	Costs NOT TO BE included in CM/GC Management Fee Percentage	**Costs TO BE included in CM/GC Management Fee Percentage**
Item	**Costs for the categories below will be negotiated and included in the direct "Cost of the Work"**	**Other indirect and non-reimbursable costs to be included in the CM/GC fee percentage are listed below**
E.1	Mobilization	Project Principal – all costs
E.2	Project Manager	Project Manager relocation, housing, and subsistence costs.
E.3	Construction Manager/Superintendent	Construction Manager/Superintendent relocation, housing, and subsistence costs.
E.4	All other on-site, construction management staff as approved by the Agency	Additional CM/GC staff relocation, housing, and subsistence cost.
E.5	On-site administrative staff ,including clerical and secretarial staff	Home, branch and regional office administrative support staff and all related costs
E.6	All project direct costs related to Safety	Home, branch and regional office safety support staff and all related costs
E.7	All project direct costs related to Quality Control	Home, branch and regional office quality control support staff and all related costs
E.8	Project office costs for cleaning, set-up/demob, maintenance, security, utilities, rent/lease, equipment, and furniture	Profit
E.9	Materials and equipment handling, including shipping/transport to site and storage costs	
E.10	Costs to co-locate with Agency staff	
E.11	Job site temporary toilet facilities and maintenance	
E.12	Partnering workshops	
E.13	Construction rental equipment	
E.14	Actual cost of permits	
E.15	All project direct costs related to implementation of Agency-approved sustainable practices	
E.16	All project direct costs related to implementation of Agency-approved DBE/ESB program	
E.17	Construction equipment and vehicles at Proposer's internal cost rate, including costs of maintenance and fuel	
E.18	All costs related to cell phones, radios, fax machines, pagers, computers and software.	
E19	All costs of capital and interest; licenses and taxes required by law.	
E.20	Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies	

CDOT CMGC PROJECT

TWIN TUNNELS WESTBOUND BORE WIDENING
PROJECT CODE: 19879
PROJECT NUMBER: C 0703-408
PROJECT CODE: 19880
PROJECT NUMBER: IM 0703-407

PERSONNEL CERTIFICATION FORM

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

CONFLICT OF INTEREST

CDOT

CM/GC SELECTION PANEL
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I, _____, as a participant in the preparation and/or review of the Request for Qualifications, Request for Proposals, and all related documents for the CDOT CMGC Project procurement process, hereby agree that, except as otherwise provided by law:

I will maintain the confidentiality of all Confidential Information that I gain access to as a result of my participation in the CMGC procurement process, including the preparation of the Request for Proposals, evaluation of Proposals, and CMGC selection. This includes proprietary information provided by the Submitters/Proposers and information designated confidential by the Submitters/Proposers or by the CDOT CMGC Team, drafts of documents, information from any of the Proposers submitting SOI/Proposals for review and including all evaluation supporting materials (from sureties, banks, etc.).

I will maintain security and control over all documents containing such Confidential Information in my custody during the design-build procurement process. The Project Manager (or his designee) and the Engineering Contracts Officer are the only person who can make copies of any documents. If requested, I will return all documents to the Engineering Contracts Officer when my work with the documents is completed.

I will not divulge any Confidential Information regarding the design-build procurement process to any representative of any construction firms, consultants, the media, any member of the public, or any person who is not a member of the CDOT CMGC Selection Panel. Internal Confidential Information exchange shall be conducted only as necessary to conduct the procurement process. I will promptly report in writing any attempts to access such information by construction firms, consultants, the media, or any other person or company not involved in the procurement process to the Project Manager.

I will maintain no contract with the CMGC Proposers about this project during the procurement or until contract signing. The Engineering Contract Officer is the only person who can be contacted or make contact with Proposers until after contract signing and debriefings of non-selected Proposers are conducted.

By: _____ Date: _____

Title: _____

CONFLICT OF INTEREST CERTIFICATION

Conflict of Interest

- I hereby affirm that, to the best of my knowledge, no conflict of interest either real or potential exists as to any matter which will be entrusted in my job or assignment.

- I hereby affirm that neither I nor any member of my family has relationships of an official, professional, financial or personal nature that might cause me to limit the extent of inquiry, to limit disclosure, or to objectively complete my job or assignments in any way.

- I further certify that no other relationship or bias exists that will impair or restrict my independence in performing assigned duties and responsibilities or prevent me from objectively evaluating any proposals entrusted to me as part of my job or assignments based solely on their merits.

- If I have any relationship or prejudice toward any individuals, groups, organizations, or programs, with whom I am or will be involved, or any relationship or prejudice that may create the appearance of partiality or favoritism, I will immediately make a written disclosure by attaching said disclosure to this signed form, and a determination will be made of the appropriateness of the capacity of my current job or assignment.

- It is the responsibility of the employee to ensure that they are not or will not become involved in conflict of interest situations or activities relevant to this project. If during the course of the project, a potential conflict arises, it must be immediately disclosed.

  ☐ I have attached a written disclosure to this signed form. (check if applicable)

By: _____ Date: _____

Title: _____

CONTRACT ROUTING "RUSH/PRIORITY" COVER SHEET FOR:

☐ CM/GC PRECONSTRUCTION SERVICES OR ☐ CM/GC CONSTRUCTION SERVICES

PLEASE COMPLETE AND ATTACH THIS FORM TO THE FRONT OF THE CM/GC CONTRACT PACKET IF A "RUSH" PROCESSING OF THE DOCUMENT IS BEING REQUESTED.

A "RUSH" CM/GC CONTRACT DOCUMENT IS DEFINED AS REQUIRING EXECUTION WITHIN THREE (3) BUSINESS DAYS OF COMPLETION OF THE CONTRACT DOCUMENT. THIS TIMEFRAME IS PROVIDED TO ACCOUNT FOR ALL THE NECESSARY REVIEWS AND AUTHORIZING SIGNATURES FOR EXECUTION. ***NOTE: PLEASE ALLOW 24 HOURS FOR CDOT CONTROLLER SIGNATURE (INCLUDED IN 3 DAYS).***

ALL "RUSH" CM/GC CONTRACT DOCUMENTS (Construction and Pre-Construction) REQUIRE THE FOLLOWING:

1. **The CM/GC contract document must be error free.** ***Every attempt will be made to resolve any errors between signatory offices and the contract writers so that the contract document is executed by the requested deadline.***
2. **A member of the appropriate Contracting Unit staff must be available to troubleshoot questions by any signatory office.**
3. **The CM/GC contract document must be exchanged in person with a representative of each required signatory office (not left on empty desk).**
4. **Chief Engineer signature must be obtained by signing below.**
5. **RTD, CMA Branch Manager, and Procurement Manager Concurrence must be obtained by checking the box below.**

Print Contract Project Manager Info: **Contractor/Consultant/Vendor:**

Project Manager		Vendor Name	
Supervisor		P.O. No.	
Region		CMS No.	
Contract Request Date			
Contract Prepared Date		Date Needed (EXECUTION)	
Contract Writer			

RUSH

Statement of Justification (from Project Manager):

☐ Schedule Acceleration ☐ Other (Please briefly explain) _____

☐ Emergency Project _____

☐ Top Priority Project _____

Special Instructions/Notes (from Contract Writer):

CM/GC PRE-CONSTRUCTION/CONSTRUCTION SERVICES RUSH REQUEST APPROVAL:

_____

CDOT Chief Engineer **DATE**

☐ RTD (I concur)

☐ CMA Branch Manager or Designee (I concur)

☐ Center for Procurement Manager or Designee (I concur)

STATE OF COLORADO
DEPARTMENT OF TRANSPORTATION

STANDARD CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES AGREEMENT (WORKING TEMPLATE DRAFT 10/03/2013)

CONTRACT ID NUMBER _____

AGENCY IDENTIFICATION NUMBER 25100229

PROJECT NUMBER _____

PROJECT NAME _____

CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT
TABLE OF CONTENTS

TABLE OF CONTENTS 1
RECITALS 2
ARTICLE 1. THE WORK 3
ARTICLE 2. DEFINITIONS 5
ARTICLE 3. CONTRACTOR'S SERVICES 12
ARTICLE 4. DRAWINGS, PLANS, AND SPECIFICATIONS 22
ARTICLE 5. THE PRINCIPAL REPRESENTATIVE RESPONSIBILITIES 24
ARTICLE 6. TIME OF COMMENCEMENT AND COMPLETION 26
ARTICLE 7. SUBCONTRACTS 30
ARTICLE 8. WORK BY PRINCIPAL REPRESENTATIVE OR BY SEPARATE CONTRACTORS 33
ARTICLE 9. COMPENSATION 34
ARTICLE 10. CHANGES IN THE WORK 38
ARTICLE 11. INSURANCE 39
ARTICLE 12. INDEMNIFICATION 43
ARTICLE 13 CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS 44
ARTICLE 14. ACCESS TO WORK AND OBSERVATION 44
ARTICLE 16. PRINCIPAL REPRESENTATIVE'S RIGHT TO TERMINATE CONTRACT 48
ARTICLE 17. MISCELLANEOUS PROVISIONS 51
ARTICLE 18. COLORADO SPECIAL PROVISIONS 56
ARTICLE 19. SIGNATURE PAGE 60
EXHIBIT A 1
EXHIBIT B.1 1
EXHIBIT B.2 1
CONTRACTOR'S CERTIFICATION 1
EXHIBIT C 1
CONTRACTOR'S CM/GC MANAGEMENT PRICE PERCENTAGE PROPOSAL (INCLUDING FORMS B-3 AND CM/GC MANAGEMENT PRICE PERCENTAGE REQUIRED INFORMATION, DATED) 1

STATE OF COLORADO
RECITALS

PO/OL No.: Contract Routing No.:
Project No.: CMS No.:

1. **PARTIES**. THIS AGREEMENT ("**Agreement**") is entered into by and between the STATE OF COLORADO, acting by and through the COLORADO DEPARTMENT OF TRANSPORTATION ("**Principal Representative**"), and <vendor name> having its offices at <vendor address> engaged to serve as Construction Manager/General Contractor ("**Contractor**").

2. **EFFECTIVE DATE AND NOTICE OF NONLIABILITY.** This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or his designee ("**Effective Date**"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. **RECITALS.**

WHEREAS, <project No., (sub account), project description>, as further defined in Section 4 "Project"**;**

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number _____, Funds Center _____, Functional Area _____, Account Number _____, SAP Number _____;

WHEREAS, required approval, clearance and coordination have been accomplished from and with appropriate agencies;

WHEREAS, the Principal Representative has established the Fixed Limit of Construction Cost ("**Fixed Limit of Construction Cost")** in the amount of $_____;

WHEREAS, in accordance with Section 9.1, *Compensation*, and Section 1.20 of the CM/GC Services RFP, the Contractor's CMGC Preconstruction Fee for the Project is $_____ (through the Pre-Construction Phase);

WHEREAS, in accordance with Section 9.5, the Contractor shall establish a Construction Agreed Price ("**CAP**") (including the Contractor's CM/GC Management Price Percentage) that is within the Fixed Limit of Construction Cost as established by the Principal Representative;

WHEREAS, in accordance with Section 9.5, the Contractor shall establish the LLTP **CAP** and all required Construction **CAP**s proposals (as those terms are defined in Article 2), which are in the aggregate within the Fixed Limit of Construction Cost as established by the Principal Representative;

WHEREAS, the Design Consultant for the project is <Design Consultant>;

WHEREAS, the Contractor acknowledges the statutory authority and responsibility of the Principal Representative within the State of Colorado;

WHEREAS, the Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the

Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract;

WHEREAS, the Contractor was selected after a determination that its proposal was the most advantageous to the Principal Representative pursuant to a request for proposal issued and awarded on <date>; and

WHEREAS, the Contractor and the Principal Representative have negotiated the terms of this Agreement pursuant to Section 24-93-104, C.R.S., as amended.

NOW, THEREFORE, the Principal Representative and the Contractor for the consideration hereinafter set forth, agree that the above paragraphs "Parties", "Effective Date and Notice of Nonliability" and "Recitals" are incorporated in this Agreement for all purposes, and agree as follows:

ARTICLE 1. THE WORK

1.1 The Principal Representative intends to design and construct the Project. **This Agreement is for CM/GC Services only.**

1.2 In the performance of the Work under this Agreement, the Contractor acknowledges that time is critical for Project delivery and that portions of the Work could have their design completed as separate Bid Packages and under construction before other portions of the Work are fully designed. It is further recognized that this accelerated approach to construction utilizing the services of a Design Consultant and Contractor is a unique concept and that its utilization requires maximum cooperation between all parties. It is also recognized that the Work to be performed by the Contractor and the inter-relationships and coordinative aspects thereof are in the developmental state and not fully defined. In furtherance thereof, if there appears to be a duplication, overlap or conflict of the responsibilities of or duties between the Design Consultant and Contractor or an absence of designation, the question shall be submitted to the Principal Representative for determination. The Contractor shall abide by the decision of the Principal Representative provided it does not require the performance of Work beyond what was reasonably contemplated and accepted by the Contractor as its responsibility.

1.3 In the performance of the Work, the Contractor agrees that its "key individuals" in its response to the "listed personnel in the Project Management Team /Capability" in "Contractor's Proposal" which is part of the Proposal (as defined in Section 2.12.2.2)(collectively, the "**Key Personnel**") constitutes an agreement by the Contractor to make such Key Personnel available to complete the Work on the Contract at whatever level the Project requires. Modifications to the Contractor's Key Personnel and other personnel listed in the Proposal, Contractor's Proposal are discouraged and will not be approved without justification. Examples of justification include death of a team member, changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause. In order to secure the Principal Representative's approval after award of any change to the Contractor's Key Personnel, a written request shall be forwarded to the Principal Representative for consideration as soon as possible after the event. The request shall include: a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the required qualifications for the position/responsibility. No such modification will be made without prior approval by the Principal Representative.

1.4 The Contractor agrees to cooperate fully with the Principal Representative in the Design Services and LLTP aspects of the Work to keep within the Fixed Limit of Construction Cost.

1.5 The Contractor understands the relationship of trust and confidence established between it and the Principal Representative and accepts those responsibilities as described in this Agreement. The Contractor covenants with the Principal Representative to furnish its best skill and judgment and to cooperate with the Design Consultant in furthering the interests of the Principal Representative.

The Contractor agrees to furnish efficient business administration, Project management, and superintendence and to use its best efforts to complete the Work in an expeditious and economical manner consistent with the interests of the Principal Representative.

1.6 The Contractor, the Principal Representative, and the Design Consultant (collectively, the "**Project Team**") shall work during the Design Phase through to the acceptance of all LLTP GMPs and Construction GMPs. The Contractor shall provide leadership to the Project Team on all matters relating to construction.

1.7 The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the Contractor or any separate contractors, Subcontractors of any tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the Principal Representative, the Design Consultant or Contractor which does not otherwise exist without regard to the Contract Documents.

1.8 The Work of the Contractor shall consist of its Work in connection with the Design Phase. The Design Phase of the Contractor's Work shall be parallel and coincidental with the Field Inspection Review ("**FIR**"), Final Office Review ("**FOR**"), and final Design Phase of the Design Consultant's services for each Bid Package. As the Bid Packages are prepared and prices are established for the Work to be performed within each respective Bid Package, the Parties contemplate that:

1.8.1 ..... The procurement of any LLTP by Contractor shall be approved by the Principal Representative through a contract amendment to this Agreement (with corresponding adjustments to the Contract Sum and/or Term) and subject to the issuance of a Notice to Proceed to Commence LLTP; and

1.8.2 ..... The Work to be performed by the Contractor during the Construction Phase shall be approved and paid for by the Principal Representative through construction contracts separate from this Agreement and modified for CM/GC projects to incorporate the Bid Packages, Bonds, Certificates of Insurance, LLTP GMP and Construction GMP proposals, and all other contract documents required for the construction contracts.

1.9 The intent of the Contract Documents is to include all items and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents shall be required unless it is not consistent therewith and is not reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. Numerous exhibits to be developed over a period of time are to be also attached to and made a part of the Contract Documents, some of which may be in conflict with other exhibits or portions of this Agreement.

1.10 Federal Requirements - Notwithstanding anything to the contrary contained herein, in the event of any conflict between any Federal Requirement and the other requirements of the Contract Documents, the Federal Requirements shall prevail, take precedence and be in force over and against any such conflicting provisions.

ARTICLE 2. DEFINITIONS

2.1"Agreement" or "Contract" is this written standard construction manager/general contractor services agreement entered into by the Principal Representative and the Contractor for the performance of the Work and payment therefore.

2.2"Amendment" is a written amendment to this Agreement signed by the Contractor, the State Controller, and the Principal Representative or its authorized agent, issued after the Effective Date of this Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Fixed Limit of Construction Cost, Contract Sum, the Contractor's CM/GC Pre-Construction Fee, or the Term.

2.3"Bid Package" means a substantially complete Plans, Specifications, and Estimate package from which a CAP proposal could be prepared for LLTP or any Construction Phase and which Bid Package may be advertised through the CDOT low bid procurement process.

2.4"CDOT" means the Colorado Department of Transportation, which is the Principal Representative.

2.5"Change Order(s)" means a written change signed by the Contractor and the Principal Representative, issued after the execution of this Agreement, authorizing a change in the Work or the method or manner of performance. Change Orders may be executed using a form attached as Exhibit ___ and approved by the Contractor and Principal Representative in accordance with the Standard Specifications. Change Orders cannot be used to change the Fixed Limit of Construction Cost, Contract Sum, CAP, Contactor's CM/GC Preconstruction Fee or Term, which can only be changed by Amendment.

2.6"CM/GC Management Price Percentage" means the fee percentage to be applied to all LLTP CAP and Construction CAP proposals equal to the amount of profit, overhead, and construction general conditions as listed in **Appendix B** of the Proposal.

2.7"CM/GC Services" means the services performed by Contractor as specified in Section 3.1.2.

2.8"CM/GC Construction Contract" means the contract between the Principal Representative and the Contractor to perform construction activities for any approved Construction CAP.

2.9"Constructability Report" means a written report that reviews each Bid Package at agreed upon Milestones for constructability and feasibility, which includes, but is not limited to, a brief cost and risk analysis with regards to constructability.

2.10 "Construction CAP" means the maximum amount for which all Work required for each Construction Phase, excepting LLTP, shall be accomplished (including the CMGC Management Price Percentage) and it shall be computed by the Contractor in accordance with the provisions of Section 9.5. For any Construction CAP to be accepted by the Principal Representative, the Owner's Estimate and the Contractor's CAP must be within a percentage acceptable to the Principal Representative.

2.11 "Construction Phase" means the phase of Work performed by the Contractor in the construction of the Work from award of construction contracts for any Bid Package until the final acceptance of such Bid Package by CDOT. Construction Phase excludes all Design Services.

2.12 "Contract Documents" means, collectively, the following documents:

2.12.1 The exhibits of the Agreement that are attached hereto and incorporated herein:

2.12.1.1 **Exhibit A**, Contractor's Preconstruction Roles and Responsibilities ("**Contractor's Preconstruction Roles and Responsibilities Matrix**");

2.12.1.2 **Exhibit B.1**, Contractor's Certificate of Liability Insurance ("**Certificate of Liability Insurance**");

2.12.1.3 **Exhibit B.2,** Contractor's Certification ("**Contractor's Certification**"); and

2.12.1.4 **Exhibit C**, Contractor's CM/GC Management Price Percentage Proposal (Forms B-3, , and Fee CM/GC Required Information)(Dated).

2.12.2 The following documents are incorporated by reference and made a part of the terms and conditions of this Agreement:

2.12.2.1 The Department's Standard Specifications for Road and Bridge Construction ("**Standard Specifications**").

2.12.2.2 Request for Proposal (Dated), Request for Proposal Addendums (Dated) and Contractor's Proposal (Dated including, but not limited to, Appendix C – Construction General Conditions) (collectively, the "**Proposal**"); and

2.12.3 Contract Amendment(s) (incorporating Bid Packages) Exhibits that will be attached hereto and incorporated by reference herein when executed:

2.12.3.1 **Exhibit D.1**, For the LLTP Bid Package including all CAPdocuments, Drawings, Plans and Specifications including addenda and Modifications (when approved by the Principal Representative).

2.12.3.2 **Exhibit D.2**, Performance Bond ("**Performance Bond**");

2.12.3.3 **Exhibit D.3**, Payment Bond ("**Payment Bond**"); and

2.12.3.4 **Exhibit D.4**, Insurance Certificate ("**Insurance Certificate**").

2.12.4 The following documents will be incorporated by reference and made a part of the terms and conditions of this Agreement upon issuance by the Principal Representative:

2.12.4.1 **Exhibit E**, Contractor Performance Evaluation Report ("**Contractor Performance Evaluation Report**");

2.12.4.2 **Exhibit F**, Notice to Proceed to Commence CM/GC Services ("**Notice to Proceed to Commence CM/GC Services**");

2.12.4.3 **Exhibit G**, CDOT Acceptance Letter for LLTP CAPor CM/GC Services (each a "**CDOT Acceptance Letter**");

2.12.4.4 **Exhibit H**, Notice of Substantial Completion for LLTP CAP or CM/GC Services (each a "**Notice of Substantial Completion**"); and

2.12.4.5 **Exhibit I**, Notice of Final Settlement ("**Notice of Final Settlement**").

2.13 Contract Goal. The goal for UDBE participation that the Department determines should appropriately be met by the selected consultant, based on the type of work included in each project and the availability of UDBEs capable of performing such work. The Contract goal will be the percentage stated in the invitation for consultant services and in the project documents.

2.14 "Contract Sum" shall be defined as provided in Section 9.6.1. The State's financial obligation is limited by this amount, and the Contractor shall perform no Work which will result in a contract value which exceeds the Contract Sum. Any modification or amendment to the terms and conditions of this Agreement must be in writing, executed in accordance with the State Fiscal Rules, and be approved by the Controller or his designee.

2.15 "Contractor" means the individual, joint venture, partnership, or corporation which has, been selected by the Principal Representative by virtue of its in-house capabilities of budgeting, cost estimating, management and labor relations personnel, the required technical and professional services expertise to work with the Principal Representative and the Design Consultant in order to help formulate the Project budget, furnish the Design Consultant with the information on construction technology and market conditions to help assure that the Project design stays within the Project budget, Fixed Limit of Construction Cost, and aggregate of LLTP CAPs and

Construction CAPs (except for changes made pursuant to Article 10) and manage the procurement effort.

2.16 “Contractor’s CM/GC Preconstruction Fee” means the lump sum amount to be paid by the Principal Representative to the Contractor for Work performed by Contractor through the Design Phase which is equal to the amount of the fees and costs for administrative costs, overhead and profit, including, but not limited to, all resources needed to perform the duties described in **Exhibit B**: Scoring Form B-3: CM/GC Management Price Percentage Proposal, and CM/GC Management Price Percentage Required Information.

2.17 “Cost Model” means the open and transparent model that the Contractor develops and uses through the Design Phase so that estimates and assumptions are communicated to the Principal Representative, Design Consultant and Independent Cost Estimator.

2.18 “Critical Path Method” or “CPM” means a mathematically based algorithm for scheduling a set of project activities, which is an important tool for effective project management. It involves constructing a model of the project including a list of all activities required to complete the project (typically categorized within a work breakdown structure), the time (duration) that each activity will construction take to completion, and the dependencies between the activities. Using these values, CPM calculates the longest path of planned activities to the end of the project, and the earliest and latest that each activity can start and finish without making the project longer. This process determines which activities are "critical" (i.e., on the longest path) and which have "total float" (i.e., can be delayed without making the project longer).

2.19 "Date of Completion” is the date certified by the Principal Representative when the Work, or designated portion thereof, is complete in accordance with the Contract Documents.

2.20 “Day" means calendar day unless specifically designated otherwise.

2.21 “DBE” means a business currently certified as a “Disadvantaged Business Enterprise” by the Colorado Unified Certification Program.

2.22 DBE Joint Venture means association of two or more businesses formed to carry out a single business enterprise for profit for which purposes they combine their property, capital, efforts, skills and knowledge. DBE joint ventures must be certified as a joint venture. The DBE percentage of the joint venture will be determined at the time of certification.

2.23 “DBE Program” means Principal Representative’s “Disadvantaged Business Enterprise Program” which has been developed in accordance with 49 CFR Part 26 and approved by the appropriate federal government operating agency.

2.24 “Design Consultant" means the legally approved professional Design Consultant, or group or association or professional corporation of such approved professional Design Consultants, engineers and consultants, who have contracted with the Principal Representative to accomplish Design Services necessary for the Project.

2.25 “Design Services” means architectural and engineering services provided by the Design Consultant and/or the Contractor.

2.26 “Direct Cost of the Work" means those items included in any Construction CAP which, pursuant to the Construction General Conditions, are directly related to construction and not otherwise defined under such Construction Phase.

2.27 “Dispute Resolution” means the process through which the Parties (Principal Representative and the Contractor) agree to resolve any issue related to this Agreement that may result in Disputes and Claims.

2.28 “Disputes and Claims” means all disputes and/or claims concerning contract price, time, payment, and/or interpretation of this Agreement. Disputes and Claims include, but are not limited to, any disagreement resulting from a delay, a Change Order, any Modification, another written order, or an oral order from the Principal Representative, including any direction, instruction, interpretation, or determination by the Principal Representative, interpretations of the Agreement provisions, Drawings, Plans, or Specifications or the existence of alleged differing site conditions.

2.29 "Drawings" means all Plans and Specifications approved by the Principal Representative which have been prepared by the Design Consultant showing the work for the Project to be performed**.**

2.30 “Emerging Small Business” means any business certified by the Principal Representative to participate in the ESB Program that has not otherwise lost such certification due to graduation or revocation.

2.31 “ESB Program” means Principal Representative’s “Emerging Small Business Program” which has been developed in accordance with 2 CCR 604-1 and approved by the State of Colorado Transportation Commission and is intended to provide assistance and increase opportunities for Emerging Small Businesses.

2.32 “Final Acceptance” or “Finally Complete” mean the stage in the progress of the Work for any LLTP Phase or Design Phase, after Substantial Completion, when all remaining items of Work for such phase have been completed, all requirements of the Contract Documents related to such phase are satisfied and the CDOT Acceptance Letter for such phase can be issued. Portions of the phase may be separately and partially deemed Finally Complete at the discretion of the Principal Representative when that portion of the phase reaches such stage of completion and a partial CDOT Acceptance Letter for such phase can be issued.

2.33 “FIR” means the field inspection review which is the plan review where the Plans and Specifications are at the percent completed specified in the Bid Package.

2.34 "Fixed Limit of Construction Cost" is the dollar amount available for the total cost for performance of all LLTP CAPs and Construction CAPs as designed or specified by the Design Consultant.

2.35 “FOR” means the final office review which is the plan review where the Plans and Specifications are at the percent completed specified in the Bid Package.

2.36 “Health and Safety Plan” means a site specific safety and health plan to protect workers, staff, and visitors that protects their health and safety.

2.37 “Independent Cost Estimate” means an estimate that is conducted with the Project design and construction information independent of the Principal Representative, Design Consultant and the Contractor.

2.38 “Independent Cost Estimator” or “ICE” means the designee of the Principal Representative tasked to perform the Independent Cost Estimate.

2.39 “Innovation Tracking and Performance Report” means a report that tracks all innovations offered by Contractor, Principal Representative, and Design Consultant team members. It also tracks the performance of these innovations during any Construction Phase or LLTP of the Project.

2.40 “Instruments of Service” means all documents produced by the Design Consultant, including Plans, Specifications, Drawings, opinions, reports, and calculations, which have historically been treated as intellectual property belonging to the Design Consultant that created it.

2.41 “LLTP” means long lead-time procurements which must be ordered and/or procured in advance of the Construction Phase for which it shall be used.

2.42 “LLTP CAP” means the maximum amount for which any LLTP shall be procured and it shall be computed by the Contractor in accordance with the provisions of Section 9.5. The CM/GC Management Price Percentage is applied to all LLTP CAP proposals. For any LLTP CAP to be accepted by the Principal Representative, the Owner’s Estimate and the Contractor’s CAP must be within a percentage acceptable to the Principal Representative.

2.43 “Key Personnel” means the listed personnel in the Project Management Team/Capability in “Contractor’s Proposal” which is part of the Proposal that constitutes an agreement by the Contractor to make the personnel available to complete the Work at whatever level the Project requires pursuant to Section 1.3.

2.44 “Material Sourcing Plan” means the plan that details how the Contractor will handle bids from material vendors for any LLTP CAP or Construction CAP proposals. This plan is part of the open Cost Model required as part of any Bid Package development.

2.45 “Milestone” means a point in the Design Phase where Plans, Specifications, and estimates are at an agreed completion point. Milestone examples include FIR, FOR, and LLTP CAP or Construction CAP proposals.

2.46 “Modification” includes (1) a written Amendment to this Agreement signed by both parties, (2) a Change Order, or (3) a written interpretation issued by the Principal Representative pursuant to Section 4.3.

2.47 "Notice" shall mean any communication in writing from either contracting Party to the other by such means of delivery that receipt cannot be properly denied.

2.48 “Notice of Termination” means the delivered Notice that informs the Contractor that the Agreement between the State and the Contractor is being terminated for the convenience of the State or for default pursuant to Article 16.

2.49 “Opinion of Probable Construction Cost” or “OPCC” is the cost to complete the Work for a LLTP or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such LLTP or Construction Phase to complete the Work. Each Opinion of Probable Construction Cost shall be produced in an open book process throughout the Design Phase of the Project so that the Principal Representative, the Design Consultant**,** and the Independent Cost Estimator can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

2.50 “Pay Estimate” means a request for payment for Work completed on a monthly basis and pursuant to the Standard Specifications.

2.51 “Plans” includes the detailed plans and standard plans in any **Exhibit D**, in which calculated dimensions will govern over scaled dimensions.

2.52 "Principal Representative" means CDOT or its designee and as shall be specifically identified in the Contract Documents.

2.53 “Preconstruction Phase” means the phase of Work in which CM/GC Services, LLTP, and Design Services are performed.

2.54 “Procurement Review Report” means the report detailing any LLTP CAP plans, warranties, liquidated damages, procurement strategies, schedules, and details required for LLTPs.

2.55 “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, cost models, risk registers, communications, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

2.56 "Project" is the total design and construction of the project as identified in Section 1 of the “Principal Representative’s Request for Proposal” which is part of the Proposal, of which the Work performed under the Contract Documents is a part, and may include construction by the Principal Representative or by separate contractors.

2.57 “Project Management Software” means the contract-control/project-management software approved by the Principal Representative.

2.58 “Project Manager” means a qualified individual authorized by the Contractor to be responsible for coordinating time, equipment, money, tasks, and people for all or specified portions of the Project.

2.59 “Project Schedule” means a schedule that is prepared by the Contractor that shall be used for coordination, for evaluation of progress, for evaluation of changes to the Agreement, and to ensure the timely completion of the Work as called for in the Contract Documents.

2.60 “Owner’s Estimate” means the estimate reviewed and approved by the Principal REpresentative to be compared to each OPCC or CAP. The Independent Cost Estimate can serve as the Owner’s Estimate if approved by the Principal Representative.

2.61 “Quality Control Plan” means the plan describing the Contractor's plans to ensure quality and compliance in construction.

2.62 “Risk Management Plan” means the plan which includes risk identification, assessment, and completion of a Risk Register detailing risks, mitigation, and the assigned responsibility for each risk.

2.63 “Risk Register” means a listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

2.64 “Samples” are physical examples which illustrate materials, equipment, or reasonable workmanship, and establish standards by which the Work shall be judged.

2.65 "Schedule of Bid Items" is part of the Contract Documents for any LLTP CAP or Construction CAP proposals, which includes an itemized description of the Work by division and section of the Specifications. The format will be an electrical EBS file submitted to the Principal Representative by floppy disk, flash drive, CD, or electronic submittal.

2.66 “Shop Drawings” are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or any Subcontractor of any tier, manufacturer, Supplier, or distributor, to illustrate some portion of the Work.

2.67 “Specifications” means the detailed, exact statement of particulars, especially statements prescribing materials and methods; and quality of Work for any LLTP or Construction Phase, which are attached in any **Exhibit D** and include, but are not limited to, Project special provisions and standard special provisions.

2.68 “Standard Specifications” means the provisions in the Standard Specifications for Road and Bridge Construction 2011 Year.

2.69 “State” means the State of Colorado.

2.70 “Subcontracting Plan” means the plan developed by the Contractor which outlines the Contractor’s expected approach to subcontracting, including promoting disadvantaged and small business participation, in the Construction Phase of the Project. The Subcontracting Plan shall detail the opportunities that the Contractor has identified for possible participation by Emerging Small Businesses and DBEs. The Subcontracting Plan shall be included in each Bid Package prepared by the Contractor and may be considered by CDOT when determining the goal for DBE participation to be applied to the Construction Phase.

2.71 "Subcontractor" means a person, firm, or corporation supplying labor and materials, or only labor, for all or any portion of the Work, under separate contract or agreement with the Contractor.

2.72 “Substantial Completion” or “Substantially Complete” mean the stage in the progress of the Work for any LLTP or Preconstruction Phase when the procurement or CM/GC Services are sufficiently complete, in accordance with the Contract Documents as modified by any Amendment or Change Order, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion for such phase can be issued. Portions of the phase may, at the discretion of the Principal Representative, be designated as Substantially Complete.

2.73 “Superintendent” means the Contractor’s authorized employee held responsible in charge of the Work.

2.74 "Supplier" means any manufacturer, fabricator, distributor, material man or vendor.

2.75 "Term" means the term of the Agreement, which shall commence as set forth in Section 6.1 and shall end on the final completion date of the Project pursuant to Article 15.

2.76 “Termination Claim” means a claim that results from termination of this Agreement pursuant to section 108.10 of the Standard Specifications or Article 16 of this Agreement.

2.77 “Termination Date” means the date this Agreement shall terminate, which is _____, unless sooner terminated or further extended as specified elsewhere herein.

2.78 “Value Engineering” means a study or activity that helps to design and provide deliverables that meet the customer needs at the lowest cost while assuming a standard of quality and reliability.

2.79 "Work" means the CM/GC Services and all LLTPs required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

2.80 “Worker and Public Safety Plan” means the report detailing how the Contractor will provide a safe work site and provide safety for the travelling public.

2.81 “Working Day” means any day, exclusive of Saturdays, Sundays, and State and federal recognized holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed with the normal working force engaged in performing those items controlling the completion of the Work.

ARTICLE 3. CONTRACTOR'S SERVICES

The Contractor shall perform the following services under this Agreement described below:

3.1 COMPLETION WITHIN FISCAL AND TIME CONSTRAINTS

3.1.1 The Contractor expressly recognizes that this Project is being undertaken on an accelerated basis and must be completed within the time and fiscal constraints as set forth throughout this Agreement and its Exhibits. The Contractor further represents to the Principal Representative that by executing this Agreement, it has been fully informed and has thoroughly reviewed: the goals of the Project; the work effort of the Design Consultant performed to date for the Project; all of this Agreement’s Exhibits and Contract Documents, specifically including, but not limited to, **Exhibit A**, *Contractor’s Preconstruction Roles and Responsibilities Matrix*; has been informed of the Principal Representative's general time as well as fiscal constraints and contingencies applicable to the Fixed Limit of Construction Cost; and all of the CM/GC Services and LLTPs to be provided by the Contractor pursuant to the Contract Documents. Based upon this review and analysis and recognizing that the contract for Design Services is between the Principal Representative and the Design Consultant, the Contractor nonetheless represents to the Principal Representative that it shall provide all the necessary services and perform all of the Work within the requirements of the Contract Documents.

3.1.2 To accomplish the objectives set forth in Section 3.1.1, the Contractor shall provide consultation throughout the Preconstruction Phase, but not limited to, the furnishing of all necessary CM/GC Services and LLTPs. In cooperation with the Design Consultant and Principal Representative, the Contractor shall:

1. Review all as-builts, current design, and site conditions.

2. Attend the Project Scoping Workshop.

3. Attend all Project, Milestone, Project action team, LLTP CAP or Construction CAP negotiation meetings with the Project team as agreed at the Project Scoping Workshop.

4. Formulate and evaluate alternative designs, systems, and materials.

5. Provide cost estimates of the alternatives to be evaluated. Cost estimates shall include industry standard operating and maintenance costs when appropriate to evaluate life-cycle costs of the alternatives. The Contractor shall develop the OPCC on designs prepared by the Design Consultant at the completion of any agreed upon Milestone and shall include an analysis and commentary as to any discrepancies observed in any report referenced in Sections 3.1.2(7) and (8) below.

6. Evaluate the alternatives on the basis of costs, construction schedules, availability of labor, equipment, and materials, and construction feasibility in the form of Constructability Reports.

7. With the assistance of the Design Consultant, prepare written procurement reviews for materials that could be procured by the Principal Representative or the Contractor ahead of any Construction Phase.

8. With the assistance of the Design Consultant, prepare written reports at the end of any FIR or any FOR summarizing the Value Engineering activities accomplished and any recommendations developed within each phase.

9. If OPCCs and/or bids received for the Work contained in any Bid Package cause the anticipated cost of the Work to exceed the then current OPCC, the Fixed Limit of Construction Cost, any LLTP CAP, any Construction CAP or Schedule of Bid Items, the Contractor shall, at no additional cost to the Principal Representative unless caused by an increase in the Contractor's Work requested by the Principal Representative, provide additional Value Engineering services in conjunction with any and all appropriate items in the OPCC, the Fixed Limit of Construction Cost, any LLTP CAP, any Construction CAP and/or the Schedule of Bid Items for the Work.

10. Lead formal Value Engineering workshop(s) at agreed upon Milestones to coordinate estimating tasks, bring multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials. This Work includes the submittal and ongoing evaluation of Value Engineering Change Orders, if required.

11. Develop and submit a Contracting and Diversity Plan to contract with Subcontractors and meet the DBE goals of any Construction Phase.

12. Prepare preliminary construction schedules and phasing alternatives.

13. In collaboration with the Design Consultant and Principal Representative, develop a Risk Management Plan, perform risk assessments, and prepare a Risk Register.

14. With the assistance of the Design Consultant and Principal Representative, develop an Innovation Tracking and Performance Report

15. Develop a Quality Control Plan, a Material Sourcing Plan, and a Worker and Public Safety Plan.

16. Prepare and submit a Procurement Review Report for each LLTP CAP.

3.1.3 The Principal Representative and the Design Consultant shall participate in the formulation and evaluation of alternatives in the Value Engineering activity.

3.2 AVAILABLE FUNDS

3.2.1 The Parties expressly recognize and agree that this Agreement is subject to and contingent upon the continuing availability of federal and state funds for the purposes hereof. If the State does not receive such funds or any part thereof, the State's performance hereunder is contingent upon the continuing availability of such funds and the State may immediately terminate this Agreement without liability, including liability for termination costs. In the event of termination, the Contractor is entitled to payment, in accordance with this Agreement, for Work completed on the Project as of the date of the termination.

3.2.2 The Contractor acknowledges that the State is limited in the funds available to design and construct the Project. Should funding of a lesser amount be made available for the Project, it is

the obligation of the Principal Representative to revise the Project scope consistent with the ultimate appropriation.

3.2.3 Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds.

3.3 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

3.3.1 The Contractor shall assist the Design Consultant in evaluating the Principal Representative's preliminary budget. Based on consultation with the Design Consultant and the Contractor, the Principal Representative shall furnish a Fixed Limit of Construction Cost to the Contractor which shall set forth a dollar amount available for the total OPCC(s) of the Project and include contingencies for bidding and construction, shared risk contingency pools, force account items, and the CM/GC Management Price Percentage.

3.3.2 The Fixed Limit of Construction Cost may be revised only by approved Amendments.

3.4 COST ESTIMATING AND PROJECT MANAGEMENT SOFTWARE

Cost estimating shall be conducted by three entities during the Preconstruction Phase of the Project. The Principal Representative and Contractor shall maintain their own OPCCs through the Preconstruction Phase. The Principal Representative will provide an Independent Cost Estimator or ICE that will develop an Independent Cost Estimate. At each agreed upon Milestone and after any LLTP CAP, or any Construction CAP proposals are submitted by the Contractor, the Principal Representative's engineer estimate, and the Contractor's OPCC will be compared to the Independent Cost Estimate provided by the ICE. If the Owner's Estimate, or Independent Cost Estimate in lieu of the Owner's estimate, and Contractor's CAP are not within a percentage acceptable by the Principal Representative for any LLTP CAP, or any Construction CAP proposal (as applicable), the Principal Representative will conduct a review to determine where the cost estimates differ and what assumptions or details were used to determine each difference. For any LLTP CAP or Construction CAP to be accepted by the Principal Representative, the Owner's Estimate and the Contractor's CAP must be within a percentage acceptable to the Principal Representative.

3.4.1 The Contractor shall maintain an open and accurate Cost Model that shall include all details of the OPCC and any LLTP CAP or any Co**nstruction CAP proposal when submitted. These details include, but are not limited to labor, materials, equipment, Subcontractor and Supplier quotes, assumptions, risk, direct,** mobilization, as listed in **Appendix C** of the Proposal.

3.4.2 The Cost Model shall be used by all entities to develop Independent Cost Estimates and OPCCs at each agreed upon Milestone and when each LLTP CAP and Construction CAP proposal is submitted.

3.4.3 Each LLTP CAP and Construction CAP proposal will be submitted in a form acceptable to the Principal Representative.

3.4.4 OPCC: When preparing any OPCC and in development of the Schedule of Bid Items, such documents shall include, without duplication:

1. The cost of all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such LLTP Phase or Construction Phase to complete the Work.

2. General Conditions and whether or not incorporated or to be incorporated in the Work.

3. The Contractor shall list indirect costs for each item or in a separate list. The Principal Representative will review and approve the list of costs at each OPCC.

4. Each OPCC shall be produced in an open book process through the Preconstruction Phase of the Project so that the Principal Representative, the Design Consultant**,** and the Independent Cost Estimator can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

5. The Contractor's compensation for CM/GC Services and any LLTP and the cost of Work provided by the Contractor pursuant to this Agreement.

6. For each OPCC required for the Work, the Contractor shall acquire multiple quotes from potential Subcontractors and Suppliers. This information shall be shared in the open Cost Model and the Contractor shall allow their potential Suppliers and Subcontractors to share their information, quotes, and product data with the ICE, the Principal Representative, and the Design Consultant.

3.4.5 No OPCC shall include the compensation of the Design Consultant, the Design Consultant's sub-consultants or any other sums due the Design Consultant, the costs of land, right of way, financing or any other costs which are the responsibility of the Principal Representative.

3.4.6 The Contractor, in preparing its OPCC and providing each LLTP CAP and Construction CAP proposal, shall consult with the Design Consultant to determine what materials, equipment, labor, and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Work, and to include in the Contract Documents alternate items, as approved by the Principal Representative in writing, for bid so as to permit the adjustment of the OPCC.

The Contractor shall prepare an OPCC as soon as major Project requirements have been identified and update it periodically. For each FIR, the Contractor shall prepare an OPCC and update periodically. During each FOR, the Contractor shall prepare a final OPCC in preparation for each LLTP CAP and Construction CAP proposal and update periodically. All OPCC shall make allowance for price escalation. During the final Preconstruction Phase, the Contractor shall continually monitor the cost estimates and develop an OPCC to help assure that the cost of the Work remains within the applicable portion of the Fixed Limit of Construction Cost and LLTP CAP or Construction CAP, as applicable.

3.4.7 Each OPCC shall be independently prepared but in coordination with the Principal Representative and the ICE. Estimates shall be based on quantitative takeoffs whenever possible and shall be supported in sufficient depth and organization to be used in preparing budgets based on funding sources, sub-trades, combinations of sub-trades, building systems, Bid Packages or combinations thereof. The specific cost coding structure, estimating guidelines, assumptions, and contents of the cost estimates shall be mutually resolved between the Contractor and the Principal Representative prior to development of the first cost estimate to assure that estimates developed by all parties can be compared and reconciled. Lump sum estimates are not acceptable. Differences between the OPCC and the Independent Cost Estimate will be compared and reconciled through the Principal Representative.

3.4.8 During the preparation of each OPCC, the Contractor shall notify the Principal Representative if it appears that the OPCC will exceed the applicable portion of the Fixed Limit of Construction Cost, satisfactorily demonstrate the accuracy of its estimate in such detail as shall be reasonably

required by the Principal Representative, and make reasonable recommendations for corrective action consistent with the Fixed Limit of Construction Cost. The Contractor shall submit OPCCs to the Principal Representative for review and acceptance. Concurrently, the Contractor shall provide copies to the Design Consultant for review and verification.

3.4.9 The Principal Representative shall reasonably cooperate with the Contractor to keep the Work within the applicable portions of the Fixed Limit of Construction Cost, including, but not limited to, the giving of appropriate and reasonable consideration to all reasonable recommendations of the Contractor, approving redesign, providing constructability reviews and reports, deductive alternatives or reductions in Work, requesting additional Value Engineering, making Modifications to the Contract Documents or exercising such other rights or remedies as may be available elsewhere under this Agreement including termination for convenience. However, the Principal Representative shall be under no duty to reduce the Work to accommodate for any construction contingency used to cover costs to correct errors, omissions, mistakes or rejected Work.

3.4.10 The Design Consultant, by the terms of its agreement with the Principal Representative, is obligated to provide reasonable cooperation to the Contractor in the development of OPCCs and each LLTP CAP and Construction CAP proposal. Conversely, the Contractor, by the terms of this Agreement is obligated to provide reasonable cooperation to the Design Consultant in the development of OPCCs, each LLTP CAP and Construction CAP proposal. Additionally, both Design Consultant and Contractor are obligated to reconcile their respective cost estimates at the completion of each Bid Package including each LLTP CAP and Construction CAP proposal in a timely manner so as not to negatively impact the Project Schedule.

3.5 CM/GC SERVICES

3.5.1 During Project development, the Contractor shall review conceptual design; advise on-site use and improvements, selection of materials, building systems, and equipment; and provide recommendations on construction feasibility, availability of materials and labor, local construction activity as it relates to schedules, and time requirements for installation and construction.

3.5.2 The Contractor shall perform those services included, but not limited to, those designated as “Required” in **Exhibit A**, *Preconstruction Roles and Responsibilities Matrix*. In addition and not in limitation, the Contractor shall also perform the other CM/GC Services designated in this Article.

3.5.3 The Contractor shall review the Drawings, Plans, and Specifications as they are prepared, recommending alternative solutions whenever design details affect construction feasibility, schedules or cost; however, nothing contained in this paragraph shall be construed to require the Contractor to provide Design Services. Written reviews will be submitted with redlined drawings, plans, and specifications after each Milestone.

3.5.4 The Contractor shall make recommendations to the Principal Representative and the Design Consultant regarding the division of Work in the Drawings, Plans, and Specifications to facilitate the bidding and awarding of subcontracts, allowing for phased construction and funding, if applicable, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, provisions for temporary facilities, etc.

3.5.5 The Contractor shall review Drawings, Plans, and Specifications with the Design Consultant to (1) eliminate areas of conflict, overlapping trade jurisdictions, and overlapping in the Work to be

performed by the various Subcontractors, (2) endeavor to confirm that all Work has been included, and (3) allow for phased construction.

The appropriate representatives of the Principal Representative shall review documents submitted by the Contractor and shall render decisions pertaining thereto without unreasonable delay.

3.5.6 The Principal Representative through the Design Consultant and consistent with the Principal Representative's contract with the Design Consultant, shall furnish the Contractor a sufficient quantity of documents required for the CM/GC Services.

3.5.7 As part of each FIR review and OPCC, the Contractor shall develop a preliminary Project Schedule that is coordinated with the Design Consultant's design schedule, agreed upon Milestone dates from the Project Scoping Workshop, the Date of Completion specified in Section 6.1, the scope of work described within the Contract Documents, and the work described within each of the FIR documents. The Contractor shall utilize the most recent version of Microsoft Project to develop and manage the schedule. The schedule as agreed to shall be CPM with reasonable detail to allow for assessment of each LLTP schedule for equipment or materials to be furnished by the Principal Representative or Contractor as agreed, the adequacy of the construction duration/period, critical paths among the activities for the building systems, peak manpower requirements, and crunch points within the Project's logic/critical path. As part of each FOR review and OPCC, this preliminary schedule shall be updated by the Contractor to reflect the work described in any FOR documents, and shall be utilized by the Principal Representative to assess each LLTP CAP and Construction CAP proposal. The Project Schedule will be updated at other Milestone dates as agreed at the Project Scoping Workshop.

3.5.8 The Contractor shall attend all regular Project status meetings with the Principal Representative and the Design Consultant and such additional meetings as the Principal Representative may request. All regular meetings shall be scheduled by the Design Consultant with the agreement of the Contractor and approval of the Principal Representative. All additional meetings shall be scheduled by the Principal Representative.

3.5.9 The Contractor shall investigate and recommend materials and equipment that could be purchased by the Principal Representative or the Contractor as agreed; consider LLTP opportunities, and mass purchasing power in making such recommendations; recommend a schedule for such purchases after coordination with the Design Consultant in the schedule for preparation of Contract Documents; and expedite and coordinate delivery of these purchases to facilitate their delivery by the required dates.

3.5.10 The Principal Representative and the Design Consultant will prepare all Drawings, Plans, Specifications, and engineering estimates for the Bid Packages for any LLTP CAP and Construction CAP proposal.

3.5.11 The Contractor shall provide the requirements and assignment of responsibilities for safety precautions and programs as required for the execution of the Work, temporary project facilities, and for equipment, materials and services for common use of Subcontractors and verify that all are included in the Contract Documents.

3.5.12 The Contractor shall participate in Project design review sessions at the close of each FIR, each FOR, and as construction documents are finalized for each Bid Package. The Project design review sessions shall be attended by the Design Consultant and representatives of the Principal Representative. The purposes of the Project design review sessions are to (1) assure consistency with the design intent; (2) ensure complete, coordinated, constructible and cost-effective designs for all disciplines (e.g. architectural, structural, mechanical, geotechnical, electrical and roadway); (3) assure that the design documents are code compliant; (4) endeavor to confirm that all Work

has been included and described in sufficient detail to assure complete pricing of Work; (5) allow for phased construction; and (6) identify errors and omissions. The Contractor shall provide the Design Consultant written reviews and redlined hard copies of Drawings, Plans, and Specifications. The Design Consultant shall collect all design review comments from the various participants, provide reports to the Principal Representative, and ensure that with the issuance of each progress set of design documents all comments have either been incorporated or resolved to the satisfaction of the Principal Representative.

3.5.13 The Contractor shall provide, not later than the first of each month, a monthly report documenting the current status of the Project's schedule, OPCC updates, updates to the Contracting and Diversity Plan, requests for information, submittals, manpower, safety, and other pertinent information. The report shall be separate from the monthly schedule update/report. The report shall include a narrative discussion of the progress achieved, activities anticipated for the next month, and issues that are affecting the rate of progress. Progress photographs for any LLTP Phase shall be attached/included. This monthly report shall be provided in Preconstruction Phase of the Project.

3.5.14 If the Contractor or any of its Subcontractors of any tier participating in the Design reviews observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, rules or regulations, in any respect, the Contractor shall promptly notify the Principal Representative in writing, noting the applicable Drawing, Plan or Specification, and recommending an appropriate alternative for correcting the Contract Document.

3.5.15 All reviews by the Contractor shall include written responses and redlined documents that detail recommendations, changes, and questions.

3.6 ADMINISTRATION

3.6.1 The Principal Representative shall provide administration of this Agreement as described throughout this Agreement.

3.6.2 The Design Consultant and the Contractor shall advise and consult with the Principal Representative. All instructions and communications by the Design Consultant to the Contractor and by the Contractor to the Design Consultant shall be copied to the Principal Representative.

3.6.3 Except where expressly provided to the contrary in the Contract Documents, the Contractor's contact person shall forward all communications in writing and all documents to the Principal Representative's contact person and the Design Consultant's contact person simultaneously as listed below:

For the Principal Representative:	For the Design Consultant:
For the Contractor:	

3.7 ACCESS TO WORK

3.7.1 The Design Consultant and Principal Representative shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide safe and reasonable facilities for such access so that the Design Consultant and Principal Representative may exercise their rights and perform their functions under the Contract Documents.

3.7.2 During all phases of the Work and services to be provided hereunder the Contractor agrees to establish a working office at a place agreeable to the State and the federal government and permit duly authorized agents and employees of the State, the federal government to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

3.8 DESIGN CONSULTANT'S AUTHORITY

3.8.1 The duties, responsibilities and limitations of authority of the Design Consultant during construction shall be set forth by the Principal Representative.

3.9 NO RESPONSIBILITY FOR DESIGN CONSULTANT

3.9.1 The Contractor shall not be responsible for the failure of the Design Consultant or its sub-consultants to properly discharge their duties and responsibilities as set forth in the agreement between the Principal Representative and Design Consultant.

3.10 SCHEDULE, COORDINATION, AND COST CONTROL

3.10.1 In the performance of the Work under this Agreement, the Contractor acknowledges that time is of the essence of this Agreement. The Contractor shall begin the performance of CM/GC Services upon receiving a Notice to Proceed to Commence CM/GC Services. The Contractor shall begin the LLTP upon receiving the Notice to Proceed to Commence LLTP, in accordance with Section 6.1. The Contractor shall schedule and coordinate the work of all of its Suppliers on the Project including their use of the site. The Contractor shall keep the Suppliers informed of the Project Schedule to enable the Suppliers to plan and perform the work properly. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve completion of the Work prior to the Date of Completion specified in Section 6.3, as adjusted by Change Orders and Amendments.

3.11 Preliminary Project Schedule

1. Starting at the Project Scoping Workshop, the Contractor shall begin to develop the Project Schedule encompassing all LTTPs and Construction Phases. The Project Schedule shall be updated at each agreed upon Milestone during the Preconstruction Phase.

2. At each LTTP CAP or Construction CAP proposal meeting, the Contractor shall submit for the Design Consultant's and the Principal Representative's review and acceptance of a preliminary Project Schedule. The preliminary Project Schedule shall include the Work emcompassing all LTTP CAPs and Construction CAPs, in a manner that is consistent with previously issued schedules, and shall comply with the Date of Completion of the Work authorized by the current Contract Documents. This Project Schedule shall show all completed, in progress, and planned Bid Packages as intended at the appropriate Milestone, LLTP CAP or Construction CAP.

3. Within fourteen (14) calendar days of receiving Notice to Proceed to Commence any LTTP, the Contractor shall submit to the Design Consultant and Principal Representative a detailed Project Schedule for such LTTP Bid Package integrated into the most current preliminary Project Schedule.

4. Detailed Project Schedules for Construction CAP Bid Packages will be incorporated into a CM/GC Construction Contract.

5. Upon acceptance by the Principal Representative, the most current Project Schedule shall be used as a basis for determining progress payments.

3.11.1 Technical Requirements:

1. The Project Schedule shall be developed utilizing commercially available scheduling software as approved by the Principal Representative and the CPM. The level of detail of the Contractor's schedule shall be a function of the complexity of the Work involved. The Milestones and total number of activities shall be subject to approval by the Principal Representative. The activities and resource loading will correspond with the Cost Model as required by Contract Documents.

2. Schedule activities shall be cost-loaded as agreed to and the assigned dollar value (cost loading) of each activity of the network shall cumulatively equal the total of all OPCCs. Costs for mobilization, bonds, permits, insurance costs may be shown separately. For any items that the Contractor intends to bill for stored materials, these items need to be shown as separate material procurement activities in the schedule and the material dollars only placed on these activities. Billing for stored materials on any other schedule activities not broken out in this manner shall not be allowed. General and administrative cost, overhead, and profit shall not be included within the cost loading and payment for these costs/fees shall be administered separately by the CM/GC Management Price Percentage.

3. The Contractor shall assign manpower loading as agreed to for each activity of the network. In addition, the Contractor shall prepare and submit a separate manpower summary analysis in graphic format depicting manpower by Subcontractor and aggregate. The graph(s) shall show the number of man-days of effort, by month, over the duration of the Project Schedule for each LTTP or Construction Phase.

4. For all major equipment and materials fabricated or supplied for this Project, the network shall show a sequence of activities including, preparation of Shop Drawings and Samples submissions, review and approval of Shop Drawings and Samples, shop fabrication and delivery, erection or installation, and testing of equipment and materials.

3.11.2 Submittals:

For the preliminary or detailed Project Schedule submittals, as well as for each Project Schedule update, the Contractor shall submit the following:

1. Hard copies of schedule reports, to include the following minimum items:

    i. Cost report showing activity dollar value, dollar value of Work in place to-date and dollar value for current period.
    ii. Cost report showing activity dollar value, dollar value of Work in place to-date, and dollar value for current period summarizing to Schedule of Bid Items.
    iii. Resource report showing man-day allocations by specific trade on each activity.
    iv. Variance report comparing current dates to target dates.
    v. Cash flow report showing monthly projections of expenditures.

2. A narrative schedule report documenting:

    i. Description of the actual Work accomplished during the reporting period.
    ii. Description of any problem areas.
    iii. Description of current and anticipated delays with recommended corrective actions to mitigate such delays.
    iv. A list of proposed modifications, additions, deletions, and changes in logic to the approved construction schedule.

3. A Contractor's schedule to the Principal Representative in an electronic format.

3.11.3 The Contractor shall utilize the most recent version of Microsoft Project to prepare and keep current, for the Principal Representative's approval, a time schedule of submittals in a submittal log which is coordinated with the Contractor's detailed Project Schedule and allows the Principal Representative a reasonable time to review submittals.

3.11.4 Schedule Management

1. Progress Meetings: Progress meetings will be held in a number per week or month mutually agreed to by the Principal Representative and the Contractor, a meeting shall be held to assess the progress achieved by the Contractor during previous work week, discuss and resolve issues affecting progress, and review the critical activities anticipated for the following two weeks. The Contractor is to provide short interval schedules documenting the activities to be accomplished during the past week and the activities forecast for the next two weeks.

2. Monthly Project Review Meetings: Once each month on or about the 25th of the month, a meeting shall be held to review a draft Pay Estimate and/or Project Schedule update, assess and agree to the progress achieved by the Contractor during the previous month, discuss and resolve issues affecting progress, and review the critical activities to be accomplished during the following 90 days. The Contractor is to provide a draft Pay Estimate and Project Schedule update reflecting the Work accomplished during the previous month.

3. Monthly Schedule Reporting: After the monthly Project review meeting, but not later than the 28th of the month, the Contractor shall update the preliminary or detailed Project Schedule and submit the Pay Estimate and the current submittal log consistent with Section 3.10.5.

4. Schedule Modifications: If, as a result of the monthly schedule update, it appears the preliminary or detailed Project Schedule no longer represents the actual /logical progression of the Work or the Contractor's plan for prosecution and progress of the Work, the Principal Representative shall require the Contractor to submit a revision to the preliminary or detailed Project Schedule. Such revisions to the preliminary or detailed Project Schedule shall not alter any of the Milestone dates unless approved by the Principal Representative.

5. Schedule Impacts, Schedule Delays, Time Extensions: During the course of the Project, it may be appropriate to revise the preliminary or detailed Project Schedule to incorporate impacts or delay issues into the Project Schedule. If the Contractor feels it has encountered schedule impacts that it feels may warrant a time extension, it shall present an impacted Project Schedule in accordance with Article 6, to the Principal Representative supporting its claim.

6. Recovery Schedule: If progress falls behind schedule dates, the Contractor shall prepare a recovery schedule indicating its revised plan to assure the timely completion of the Work. The recovery plan shall be subject to the Principal Representative's approval.

3.12 SALES AND USE TAXES

3.12.1 Contractor shall provide the Principal Representative with copies of the following:

Colorado Department of Revenue - Contractor Application for Exemption certification: (Form DR 0172).

Agency Tax exemption Number: _____

Additional Tax exemptions the agency may have with local Cities or Counties (as applicable).

ARTICLE 4. DRAWINGS, PLANS, AND SPECIFICATIONS

4.1 PROCUREMENT OF AND RIGHTS IN DATA, DOCUMENTS, AND COMPUTER

4.1.1 Any software, research, reports, studies, estimates, data, photographs, negatives or other documents, Plans, Drawings, Specifications, memoranda, computation sheets or materials prepared by Contractor in the performance of its obligations under this Agreement shall be the exclusive property of the State without restriction and all such materials shall be delivered to the Principal Representative by the Contractor upon completion, termination, or cancellation of this Agreement. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Agreement without the prior written consent of the Principal Representative; *provided, however*, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the Work. Copies of said documents may be retained by the Contractor, but shall not be made available to other individuals or organizations without prior written approval of the Principal Representative. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

4.1.2 The Drawings, Plans, and Specifications and other documents are to be used only with respect to this Project and are not to be used on any other project. With exception of one contract set for each Party to this Agreement, such documents are to be returned or suitably accounted for to the Principal Representative on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is to be approved by the Principal Representative.

4.2 REVIEW OF THE CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall immediately report to the Principal Representative any error, inconsistency, or omission that may be discovered. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Drawings, Plans, Specifications, instructions, Shop Drawings, Product Data, or Samples for such portion of the Work.

4.2.2 If the Contractor or any of its Subcontractors of any tier observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, rules, or regulations, in any respect, the Contractor shall immediately notify the Principal Representative in writing, and any necessary changes shall be accomplished by appropriate Amendment or Change Order.

4.2.3 If the Contractor or any of its Subcontractors of any tier perform any Work with knowledge or reason to know that it is contrary to any laws, statutes, building codes, ordinances, rules, or regulations, and does not notify the Principal Representative, as required in Sections 4.2.1 and 4.2.2, the Contractor shall assume full responsibility therefor and shall bear all costs attributable therefor.

4.3 INTERPRETATIONS

4.3.1 Principal Representative shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.

4.3.2 Principal Representative shall render interpretations consistent with the intent of, and reasonably inferable from the Contract Documents, consisting of additional instructions by means of Drawings, Plan, Specifications or otherwise, necessary for the proper execution or progress of the Work, in accordance with agreed upon time limits and otherwise so as to cause no unreasonable delay. The Contractor may make written request to the Principal Representative for such interpretations and decisions.

4.4 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.4.1 The Contractor shall furnish for approval, all Samples as directed by the Design Consultant. The Design Consultant shall check and approve such Samples with reasonable promptness.

4.4.2 The Contractor shall prepare, review, approve, and submit to the Design Consultant, with reasonable promptness and in such sequence as to cause no unreasonable delay in the Work or in the work of the Principal Representative or any separate Contractor, all Samples and sufficient copies of all Shop Drawings and Product Data required by the Contract Documents. Specific quantities, format, size, etc. of Samples, Shop Drawings, and Product Data shall be described in the Contract Documents prepared by the Design Consultant. All Shop Drawings shall contain identifying nomenclature and each submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures.

4.4.3 By preparing, approving, and submitting Shop Drawings, Product Data, and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so with reasonable promptness, and has checked and coordinated the information contained within such submittal with the requirements of the Work, the Project, the Contract Documents, and prior approvals.

4.4.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Consultant's approval of Shop Drawings, Product Data, or Samples unless the Contractor has specifically informed the Principal Representative and Design Consultant in writing of such deviation at the time of submission and the Design Consultant and Principal Representative have both given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Design Consultant's approval of them.

4.4.5 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, or Samples, to revisions other than those requested by the Principal Representative on previous submittals.

4.4.6 No portion of the Work requiring submission of a Shop Drawing, Product Data, or Sample shall be commenced until the submittal has been approved by the Principal Representative.

4.4.7 All such portions of the Work shall be in accordance with approved submittals. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, shall not be acceptable unless previously accepted in writing by the Principal Representative.

4.4.8 Principal Representative will review and approve or take other appropriate action upon the Contractor's submission of any document such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no unreasonable delay. Principal Representative's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Any and all approved substitutions shall be coordinated with the Contract Documents and all prior approvals.

4.4.9 Transmittal of copies of Shop Drawings, Product Data and Samples to the Principal Representative is solely for convenience of the Principal Representative and shall neither create nor imply a responsibility or duty of review by the Principal Representative.

4.5 CONFIDENTIALITY

4.5.1 The Contractor understands that all services hereunder are confidential in character, and that as such, details and investigative results are not to be divulged in whole or in part at any time in the form of press releases, public statements, publication in technical papers by the Contractor, its agents, employees or representatives.

4.5.2 Similarly, no detailed information about the Project shall be tendered to property owners, speculative and promotional interests or to the general public without written authority from the State.

4.5.3 In the event the Contractor shall obtain access to any records or files of the State in connection with this Agreement, or in connection with the performance of its obligations under this Agreement, the Contractor shall keep such records and information confidential and shall comply with § 8-72-107, C.R.S., and all other laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State. The Contractor shall notify its employees that they are subject to the confidentiality requirements as set forth above, and shall provide each employee with a written explanation of the confidentiality requirements before the employee is permitted access to confidential data.

ARTICLE 5. THE PRINCIPAL REPRESENTATIVE RESPONSIBILITIES

5.1 THE RESPONSIBILITIES

5.1.1 The Principal Representative shall furnish the Contractor with detailed program requirements and the Fixed Limit of Construction Cost established for the Work.

5.1.2 The Principal Representative shall designate a representative (other than the Design Consultant) authorized to act on its behalf with respect to the Project (as indicated in Section 3.6).

5.1.3 The Principal Representative shall retain a Design Consultant for preparation of the Design Services documents required for the Project. The Design Consultant's services, duties, and responsibilities are described in the agreement between the Principal Representative and the Design Consultant, a copy of which will be furnished to the Contractor.

5.1.4 The Contractor shall be furnished, without charge ( ) sets of copies of the Drawings, Plans and Specifications for each LLTP. Additional sets, as mutually agreed upon to meet construction needs, shall be a direct cost of Work.

5.1.5 The Principal Representative shall furnish the site of the Project, all necessary surveys describing the physical characteristics, legal limitations, utility locations, and a legal description.

5.1.6 The Principal Representative shall identify and make available to Contractor copies of reports of geotechnical explorations and tests of subsurface conditions at the site which have been utilized by Design Consultant in preparing the Drawings, Plans, and Specifications. The Principal Representative does not represent that these reports show completely and accurately the existing conditions and the Principal Representative does not guarantee any interpretation of the reports. The Contractor expressly assumes all responsibility for deductions and conclusions which may be made as to the nature of the materials to be excavated, and the difficulties of making and maintaining the required excavations, and of doing other work affected by the geology of the site of the Work. The geotechnical information discussed above is for reference only and is not part of the Contract Documents.

5.1.7 The Principal Representative shall secure and pay for necessary approvals, temporary easements, permanent easements, assessments, acquisitions, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

5.1.8 The Principal Representative shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as the Principal Representative may require to ascertain how or for what purposes the Contractor has used the monies paid to it under this Agreement.

5.1.9 The services, information, surveys, and reports required by Sections 5.1.3 through 5.1.8 shall be furnished on a timely basis and at the Principal Representative's expense, and except as may be provided to the contrary elsewhere in this Agreement, the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

5.1.10 The Contractor recognizes that the Principal Representative is a governmental body with certain procedural requirements to be satisfied. The Contractor has and shall make reasonable allowance in its performance of the Work for such additional time as may be required for approvals and decisions by the Principal Representative, in addition to the times specifically provided in Section 5.1.11.

5.1.11 In the review process of any FIR or FOR documents and construction documents for each Bid Package, the Contractor expressly agrees to the following review times by the Principal Representative:

1. A period of fourteen (14) days for the review of any FIR or FOR documents; and

2. A period of fourteen (14) days prior to completion of the construction documents together with an additional seven (7) days after receipt of all Drawings, Plans and Specifications for such Bid Package, commencing with the date of receipt by the Principal Representative of all documents and any other items which are required to be furnished to the Principal Representative by the terms of the Principal Representative's agreement with the Design Consultant.

   It is expressly understood and expected that the Contractor shall develop each LLTP CAP and Construction CAP proposal as agreed upon Milestones are reached and that the final establishment of each LLTP CAP and Construction CAP proposal shall occur within fourteen (14) days of receipt of the final full scope of such Bid Package, including all associated addenda, for such LLTP CAP or Construction CAP (as applicable).

5.1.12 In accordance with the provisions of the DBE Program, the Principal Representative shall review each Construction CAP Bid Package for DBE contracting opportunities. The Principal Representative shall set a contract goal for DBE participation within seven (7) days of receipt of the final full scope of such Bid Package.

5.1.13 The foregoing are in addition to other duties and responsibilities of the Principal Representative enumerated elsewhere in the Contract Documents.

ARTICLE 6. TIME OF COMMENCEMENT AND COMPLETION

6.1 COMMENCEMENT

6.1.1 The Parties' performances under this Agreement shall commence on the Effective Date but no work shall be performed prior to the Contractor's receipt of a Notice to Proceed for CM/GC Services.

6.1.2 The procurement of any LLTP is expressly conditioned upon and shall not commence until:

1. The applicable LLTP CAP and associated Bid Package have been approved and accepted by the Principal Representative added to this Agreement by Amendment;

2. The date for completion of the LLTP has been approved and accepted by the Principal Representative;

3. All required Performance Bonds and Payment Bonds and Insurance Certificates have been approved and accepted by the Principal Representative; and

4. Notice to Proceed to Commence LLTP has been issued by the Principal Representative and made a part of the Contract Documents.

   If any of the preceding material conditions to be performed by the Contractor have not been fully satisfied by reason of any act or omission on the part of the Contractor through no fault of the Principal Representative, the Principal Representative shall give the Contractor written notice of any and all such deficiencies and allow ten (10) days from the date of such notice to correct and cure such deficiency or deficiencies, and if the deficiency or deficiencies are not fully corrected and cured within the ten (10) day period, the Principal Representative may declare the Contractor to be in default of this Agreement.

6.1.3 The commencement of any Construction Phase is expressly conditioned upon and shall not commence until:

1. The applicable Construction CAP and associated Schedule of Bid Items have been approved and accepted by the Principal Representative;

2. A CM/GC Construction Contract for such Construction Phase has been issued, signed, and executed;

3. The date for completion of the Construction Phase Work has been approved and accepted by the Principal Representative;

4. In accordance with the standard special provisions (as included in any Specifications) which outlines the requirements of the DBE Program on construction contracts, the Contractor has submitted and the Principal Representative has approved a plan detailing the Contractor's commitments and efforts to meet the DBE participation goal for such Construction Phase.

The Contractor shall agree to the requirements of the DBE Program and the applicable standard special provisions as part of the CM/GC Construction Contract;

5. All required Performance Bonds and Payment Bonds and Insurance Certificates have been approved and accepted by the Principal Representative; and

6. A Notice to Proceed to Commence Construction Phase has been issued by the Principal Representative as part of the CM/GC Construction Contract.

If any of the preceding material conditions to be performed by the Contractor have not been fully satisfied by reason of any act or omission on the part of the Contractor through no fault of the Principal Representative, the Principal Representative shall give the Contractor written notice of any and all such deficiencies and allow ten (10) days from the date of such notice to correct and cure such deficiency or deficiencies, and if the deficiency or deficiencies are not fully corrected and cured within the ten (10) day period, the Principal Representative may declare the Contractor to be in default of this Agreement.

6.2 TIME OF ESSENCE

6.2.1 Time is of the essence of this Agreement. The Contractor shall begin the Work on the Effective Date. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve completion of the Work by the Termination Date.

6.3 COMPLETION DATE

6.3.1 The Date of Completion for performance hereunder shall be established:

1. The initial Date of Completion for any LLTP is stated in the Amendment incorporating the applicable Bid Package. Amendments to such Date of Completion are made by approved Amendments to the applicable Bid Package.

2. The initial Date of Completion for CM/GC Services is the Termination Date. Amendments to such Date of Completion are made by Amendments to the Termination Date.

6.4 DELAYS AND EXTENSIONS OF TERM AND FOR COMPLETION OF WORK

6.4.1 Extensions of the Term of this Agreement shall be granted only to the extent that the critical path was delayed or the time allowed for any activity or activities affected exceed the identified available float or slack that occurs, or should occur, along the channels involved.

6.4.2 Subject to the limitations as provided in Section 6.4.1, if the Contractor is delayed at any time in the progress of the Work by any act or omission of the Principal Representative, the Design Consultant, or of any employee of either, or by any separate contractor that is not a Subcontractor of the Contractor, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, directed suspensions of the Work pursuant to Section 6.5.1, unavoidable casualties, or any other causes beyond the Contractor's control, the Term of this Agreement shall be extended by the Principal Representative for such period of time as the Principal Representative may determine based upon the Contractor's showing of the delay to the critical path in accordance with Section 6.4.1 and that it could not have avoided the delay by the exercise of due diligence.

6.4.3 If adverse weather conditions are the basis for a claim for an extension of the Term of this Agreement, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and that the weather conditions complained of had an adverse effect on the critical path. Substantiation shall be based

on a comparison of current conditions with recorded conditions for the same time period over the duration of the past 10 years. For all Disputes and Claims, the Parties shall use Dispute Resolution pursuant to Sections 105.22, 105.23, and 105.24 of the Standard Specifications.

6.4.4 If the Contractor intends to assert a claim for an extension of the Term of this Agreement, the Parties shall use Dispute Resolution pursuant to Sections 105.22, 105.23, and 105.24 of the Standard Specifications.

6.4.5 If no schedule is prepared fixing the dates on which various detail Drawings, Plans, Specifications and instruction (not including final construction documents to be released for construction) will be needed, no extension to the term of this Agreement shall be allowed for failure to furnish such Drawings, Plans, Specifications or instructions as needed, except in respect of that part of any delay in furnishing Drawings, Plans, Specifications or instructions extending beyond a period of two (2) weeks after written demand for such Drawings, Plans, Specifications or instructions is received by the Design Consultant. In any event, any claim for an extension of the term of this Agreement for such cause shall be recognized only to the extent of the delay directly caused by failure to furnish Drawings, Plans, Specifications or instructions pursuant to schedule, or such two (2) weeks demand, without fault on the part of the Contractor or those for whom the Contractor is responsible.

6.5 TEMPORARY SUSPENSION OF THE WORK

6.5.1 The Principal Representative shall have the authority to suspend the Work (each a "**Suspension of Work**"), either wholly or in part, for such period or periods as it may deem necessary due to:

1. Unsuitable weather;

2. Faulty workmanship;

3. Contractor's material and substantial failure to carry out orders or to perform any provision of the Contract Documents;

4. Conditions which are considered unfavorable for the prosecution of the Work; or

5. Any other reason, with or without cause, including but not limited to the availability of funding for the Project as well as any other construction projects and the need to allocate funds between them.

6.5.2 If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such manner that they shall not become an obstruction or become damaged in any way; and it shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage, and erect temporary structures where necessary.

6.5.3 Such notice of Suspension of Work shall be in writing and the Contractor shall again proceed with the Work when so notified in writing. The Contractor may assert any claims for an adjustment of the Contract Sum, any LLTP CAP or Term of this Agreement as provided in Article 6 through Dispute Resolution pursuant to Sections 105.22, 105.23, and 105.24 of the Standard Specifications.

6.6 DELAY DAMAGES

6.6.1 The Principal Representative's liability for delay damages shall be limited to delays of completion of the Work caused by those sources identified in the Standard Specifications, section 109.10, *Compensation for Compensable Delays*.

6.7 LIQUIDATED DAMAGES

6.7.1 If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Agreement and the State of Colorado, acting by and through the Principal Representative, shall be entitled to liquidated damages for such neglect, failure or refusal, as specified in Section 17.8, *Modification of Article 6. Time of Commencement and Completion*.

6.7.2 The Contractor and the Contractor's surety shall be jointly liable for and shall pay the Principal Representative, or the Principal Representative may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay in the entire Project resulting from delays in any LLTP, which is determined by when such LLTP is 1) Substantially Complete, and the Notice (or all Notices) of Substantial Completion are issued, 2) Finally Complete and accepted and the CDOT Acceptance Letter is issued, or 3) both. Delay in Substantial Completion shall be measured from the date of the Notice to Proceed to Commence LLTP and delay in final completion and acceptance shall be measured from the date of the Notice of Substantial Completion for such LLTP.

6.7.3 In the first instance, specified in Section 17.8, *Modification of Article 6. Time of Commencement and Completion*, liquidated damages, if any, shall be the amount specified therein, for each calendar day of delay beginning after the stipulated number of days for Substantial Completion from the date of the Notice to Proceed to Commence LLTP, until the date of the Notice of Substantial Completion for such LLTP. In the event of any partial Notice of Substantial Completion, liquidated damages shall accrue until all required Notices of Substantial Completion are issued.

6.7.4 In the second instance, specified in Section 17.8, *Modification of Article 6. Time of Commencement and Completion*, liquidated damages, if any, shall be the amount specified in Section 17.8 for each calendar day in excess of the number of calendar days specified in the Contractor's LLTP CAP for such LLTP and stipulated in the Agreement to Finally Complete the LLTP (as defined by the issuance of the CDOT Acceptance Letter) after the final Notice of Substantial Completion has been issued.

6.7.5 In the third instance, when so specified in Section 17.8, both types of liquidated damages shall be separately assessed where those delays have occurred.

6.7.6 The Parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Agreement was formed; the liquidated damages in the first instance representing an estimate of damages due to the inability to use the LLTP and resulting Project; the liquidated damages in the second instance representing an estimate of damages due to the additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period including delivery of any or all guarantees and warranties, the submittals of sales and use tax payment forms, the calling for the final inspection and issuance of the Notice of Substantial Completion.

6.7.7 The Parties also agree and understand that the liquidated damages to be assessed in each instance are separate and distinct, although potentially cumulative, damages for the separate and distinct breaches of delayed Substantial Completion or Final Acceptance. Such liquidated damages shall not be avoided by virtue of the fact of concurrent delay caused by the Principal Representative, or anyone acting on behalf of the Principal Representative, but in such event the period of delay for which liquidated damages are assessed shall be equitably adjusted in accordance with Section 6.4, *Delays And Extensions of Term and for Completion of Work*

ARTICLE 7. SUBCONTRACTS

7.1 SUBCONTRACTING

7.1.1 Any Subcontractor retained by the Contractor and any and all subcontracts entered into by the Contractor for any Work performed under this Agreement and any Modifications hereto are subject to prior approval by the Principal Representative. The Contractor shall not engage the services of any persons then in the employ of the Principal Representative for Work covered by the terms of this Agreement without the written consent of the Principal Representative. All subcontracts, exceeding $10,000.00 in cost, shall contain the provisions included in Section 18.

7.1.2 Subcontractors as defined in Section 101.81 of the Standard Specifications shall be able to sublet during the Preconstruction Phase of this Project as permitted in Section 108.01 Subletting of Contract in the Standard Specifications. This shall be only allowed during LLTPs unless a specialty Subcontractor is required for the Preconstruction Phase and as approved by the Principal Representative.

The Contractor who is the lead for preconstruction services shall sublet no more than 70 percent of the preconstruction services. The percentage of preconstruction services Work sublet shall be determined by dividing the total dollar value of the lower tier preconstruction services Subcontracts by the total dollar value of the prime preconstruction services Subcontract(s); (i.e. the Subcontract(s) between the Contractor and the subcontractor(s) responsible for preconstruction services).

7.2 SUBCONTRACTING REQUIREMENTS

7.2.1 The Contractor shall comply with all applicable requirements of the Contract Documents relating to Subcontracts, and shall ensure that its Subcontractors (at all tiers) comply with all applicable requirements of the Contract Documents relating to subcontracting. No Subcontractor at any tier, for the Preconstruction Phase, shall commence work on the Project until a form 205P has been submitted to and approved by the Regional Civil Rights Office. The Contractor shall not add, delete, or change the role of, any Subcontractor without the prior written approval of the Principal Representative.

7.3 ASSIGNMENT OF SUBCONTRACT RIGHTS

7.3.1 Each Subcontract shall provide that, pursuant to terms in form and substance satisfactory to the Principal Representative: (i) the Principal Representative is a third party beneficiary of the Subcontract and shall have the right to enforce all terms of the Subcontract for its own benefit; and (ii) all guarantees and warranties, express and implied, shall inure to the benefit of the Principal Representative as well as the Contractor. Any acceptance of assignment of a Subcontract from the Principal Representative, its successor(s), or assign(s) shall not operate to make the assignee(s) responsible or liable for any breach of the Subcontract by the Contractor or for any amounts due and owning under the Subcontract included in an invoice paid by the Principal Representative.

7.4 SUBCONTRACT FORMS

7.4.1 All subcontracts shall be between the Contractor and the Subcontractors. The form of subcontracts shall be furnished to the Principal Representative for review and consent as to form, which consent shall not be unreasonably withheld.

7.5 SUBCONTRACT TERMS

7.5.1 Each Subcontract shall include terms and conditions sufficient to ensure compliance by the Subcontractor with all applicable requirements of the Contract Documents, and shall include provisions addressing the following requirements as well as any other terms that are specifically required by the Contract Documents to be included therein:

1. Each Subcontract shall include terms that are substantially similar to those terms required by Sections 7.1, 7.2, and 7.3. , and the DBE Special Provision, specifically including an agreement by the Subcontractor to be joined in any dispute resolution proceeding and each Subcontract other than Subcontracts with Suppliers shall include terms that are substantially similar to those contained in Article 8.

7.6 CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

7.6.1 The Contractor shall be responsible to the Principal Representative for the acts and omissions of its agents and employees, Suppliers, Subcontractors performing Work under a contract with the Contractor, and such Subcontractors' lower tier subcontractors, agents, Suppliers, or employees.

7.7 SUBCONTRACT DATA

7.7.1 The Contractor shall notify the Principal Representative, in writing, of the name and address of, and licenses held by, each Subcontractor (excluding Suppliers), as soon as the potential Subcontractor has been identified by Contractor, but in no event less than 14 days prior to the scheduled initiation of Work by such proposed Subcontractor. A Form 205P must be submitted and approved for each Subcontractor prior to commencement of the Subcontractor's work on the Project. Monthly the Contractor shall provide to the Principal Representative a Subcontractor report (including suppliers), divided according to the preconstruction services and construction work, detailing the following:

1. Name of Subcontractor;
2. Whether the Subcontractor is a DBE, ESB or both;
3. Total contract amount
4. The amount and type of work completed in recent month;
5. Total payments paid to date;
6. Most recent payment and its date;
7. Payments due; and
8. Status of the work (i.e. in progress, ended, etc.).

7.7.2 The monthly report shall include separate subtotals for to-date DBE and ESB participation on the Preconstruction Phase Contract, The Contractor shall allow the Principal Representative access to all Subcontracts and records regarding Subcontracts; and shall deliver to the Principal Representative, within ten days after execution, copies of all Subcontracts with Major Subcontractors and, within ten days after receipt of a request from the Principal Representative, copies of all other Subcontracts.

7.8 SUBSTITUTION OF SUBCONTRACTORS

7.8.1 The Contractor shall not add, delete, make a substitution or change the role of, any Subcontractor, Supplier, person, or entity previously selected without the prior written approval of the Principal Representative.

7.9 SUBCONTRACTUAL RELATIONS

7.9.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor and Supplier, to the extent of the Work to be performed by the

Subcontractor or Supplier, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Principal Representative and the Design Consultant. Said agreement shall preserve and protect the rights of the Principal Representative and the Design Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor or Supplier so that the subcontracting thereof shall not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor or Supplier to enter into similar agreements with their subcontractors and suppliers. The Contractor shall make available to each proposed Subcontractor or Supplier, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor or Supplier shall similarly make copies of such Contract Documents available to their sub-subcontractors. Each Subcontractor and Supplier shall be bound by this Section 7.5.1.

7.10 PRINCIPAL REPRESENTATIVE/SUBCONTRACTOR RELATIONSHIP

7.10.1 The Parties recognize that the bidding and subcontracting procedures prescribed herein are intended to promote pricing of the Work that shall be fair and reasonable and based on full and open competition. The Contractor agrees to comply in a timely manner with reasonable requests for information concerning pre-qualification of a prospective Subcontractor, the evaluation and award of bids, or other obligations under this Agreement concerning pre-qualification, bidding, and subcontracting. Upon notice by the Principal Representative, the Contractor agrees to meet and confer with the Principal Representative and other invited, interested persons at the Denver office of CDOT or at the site, the choice of such location to be made by the Principal Representative, or at some other location mutually agreeable to the Principal Representative and Contractor, concerning its pre-qualification, bidding and subcontracting procedures. The Contractor agrees to meet within three (3) business days of an election by the Principal Representative and to comply with reasonable requests for information to be provided at such meeting. The Principal Representative agrees that this administrative procedure shall be exhausted prior to the Principal Representative's exercising any contractual or other remedy relating to the pre-qualification, bidding, or subcontracting procedures specified herein.

7.10.2 Nothing contained in the Contract Documents, including this Agreement, shall be deemed to create any contractual relationship between any Subcontractor or Supplier of any tier and the Principal Representative. Further, consistent with Section 17.23, nothing in the Contract Documents, including this Agreement and the pre-qualification, bidding and subcontracting procedures specified herein, is intended to create or shall be deemed to create third party beneficiary or other rights inuring to the benefit of any prospective Subcontractor, Supplier, or any other third person.

7.11 PAYMENTS TO SUBCONTRACTORS

7.11.1 Monthly Work Product Review: On a monthly basis, the Contractor shall review the work product of each lower tier subcontract or supplier participating on the project and document the monthly work product review as part of the Subcontractor Data report required in 7.7.1 . Any dispute which results in a disagreement regarding the amount of work completed or amount due must be detailed in the documentation. Work shall not be deemed completed or ended if there is an outstanding dispute. The Contractor and Subcontractor or supplier shall both agree to and sign the documentation. If the subcontractor or supplier provides an invoice which is agreed to by the receiving party, such invoice may satisfy this requirement. This procedure must be carried out by all subcontractors and suppliers with lower tier subcontractors and suppliers.

7.11.2 Prompt Payment. The Contractor is responsible for ensuring that all subcontractors and suppliers at every tier are promptly paid. All subcontractors and suppliers must be paid within thirty (30) days of the monthly work product review detailed in 11.7.1.

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

7.11.4 Subject to CDOT’s right to withhold from progress payments any amounts in dispute, and except as expressly stated otherwise in this Section, any disagreement between CDOT and the Contractor relating to this Section 7 shall be subject to a Disputes and Claims process. Failure by CDOT to pay any amount in dispute shall not alleviate, diminish, or modify in any respect the Contractor’s obligation to perform under the Contract Documents, including the Contractor’s obligation to achieve Final Acceptance in accordance with the Contract Documents, and the Contractor shall not cease or slow down performance under the Contract Documents on account of any such amount in dispute. The Contractor shall proceed as directed by CDOT pending resolution of the dispute. Upon resolution of such dispute, each party shall promptly pay to the other any amount owing. Nothing in this Section is intended to affect the Contractor’s rights pursuant to Article 18.

ARTICLE 8. WORK BY PRINCIPAL REPRESENTATIVE OR BY SEPARATE CONTRACTORS

8.1 PRINCIPAL REPRESENTATIVE'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

8.1.1 The Principal Representative reserves the right to perform Work related to the Project with the Principal Representative's own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of this Agreement.

8.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term separate contractor in the Contract Documents in each case shall mean the contractor who executes each separate agreement between the Principal Representative and such contractor.

8.1.3 If the Principal Representative does not accept any LLTP or any Construction CAP and advertises Bid Packages for such LLTP or Construction Phases for low bid solicitation, the Contractor shall not be allowed to bid on such associated LLTP or Construction Phase Bid Packages as the prime contractor.

8.2 COORDINATION

8.2.1 To the extent separate contractors are not assigned to the Contractor for coordination pursuant to Article 10, the Principal Representative shall provide and be responsible for the coordination of the Work of the Principal Representative's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Sections 8.3.1 through 8.3.5.

8.3 MUTUAL RESPONSIBILITY

8.3.1 The Contractor shall afford to Principal Representative and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of

their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

8.3.2 To ensure the proper execution of its subsequent Work, if any part of the Contractor's Work depends for proper execution or results upon the work of the Principal Representative or any separate contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Principal Representative any apparent discrepancies or defects in such other work that renders it unsuitable for such proper execution and results. The Contractor shall also measure work already in place and shall promptly report to the Principal Representative and the Design Consultant any discrepancy between the executed work and the Drawings, Plans or Specifications. Failure of the Contractor to so report shall constitute an acceptance of the Principal Representative's or separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the separate contractor's work after execution of the Work.

8.3.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

8.3.4 Should the Contractor cause damage to the Work or property of the Principal Representative, or to other work or property on the site, the Contractor shall promptly remedy such damage.

8.3.5 Should the Contractor wrongfully delay or cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other separate contractor by agreement or otherwise to resolve the dispute. If such separate contractor sues the Principal Representative on account of any delay or damage alleged to have been caused by the Contractor, the Principal Representative shall notify the Contractor, the Principal Representative shall defend any proceedings, and if any judgment or award against the Principal Representative arises therefrom and to the extent that Contractor is responsible, the Contractor shall pay or satisfy it and reimburse the Principal Representative for all attorney's fees and court costs which the Principal Representative has incurred.

ARTICLE 9. COMPENSATION

9.1 CONTRACTOR'S CM/GC PRECONSTRUCTION FEE AND LLTP CAP

9.1.1 All invoices shall be submitted by the Contractor to the Principal Representative for payment pursuant to the terms of this Agreement. The Contractor shall submit its billings such that the cost for each activity or task contained in the Agreement shall be separately shown. Upon approval thereof, the State will pay the appropriate amount of each invoice to the Contractor within 45 days of receipt of invoice, if all charges are adequately documented and undisputed. Interest shall be paid on all undisputed and unpaid invoices that exceed the 45 day payment requirements under § 24-30-202(24)(a) C.R.S. Progress payments may be claimed on a monthly basis pursuant to the payment format approved in this Agreement.

9.1.2 Subject to the provisions of this Agreement, and in consideration of the performance of this Agreement, the Principal Representative shall pay the Contractor in current funds as compensation for its services, a "CM/GC Preconstruction Fee" amount (listed below) and separate LLTP CAP for applicable LLTPs as listed below:

		Contractor's Compensation			
	.1	Contractor's CM/GC Preconstruction Fee**	$	TBD	*
	.2	LLTP GMP (if applicable)	$	TBD	*
		Total Compensation	$	0	

**Only the CM/GC Preconstruction Fee is initially approved for payment. Payment of any LLTP CAP will be authorized by Amendment.

9.2 PRECONSTRUCTION FEE

9.2.1 The CMGC Preconstruction Fee Preconstruction Fee for the Work on this project shall be as defined in Section 1.20 of the CMGC Services RFP.

9.2.2 If, after the Contractor's CMGC Preconstruction Fee is accepted in writing by by the Principal Representative and the Contractor as defined in Section 1.20 of the CMGC Services RFP, the Work or Fixed Limit of Construction Cost significantly increases by more than 25% as directed by the Principal Representative, which results in an increase to the total Contractor's CM/GC Preconstruction Fee, Contractor shall be paid for such increases by Amendment.

9.3 CONTRACTOR'S CM/GC MANAGEMENT PRICE PERCENTAGE

9.3.1 The CM/GC Management Price Percentage shall be_____% as defined in Scoring Form B-3 in **Exhibit B**. This percentage will be applied to all LLTP CAP and Construction CAP proposals and will apply to all CM/GC Construction Contracts.

9.4 ADJUSTMENTS IN CONTRACTOR'S CM/GC MANAGEMENT PRICE PERCENTAGE

9.4.1 After establishing the CM/GC Management Price Percentage on Scoring Form B-3 in **Exhibit B**, no change will be made to the percentage at any point during the Project.

9.5 CONSTRUCTION AGREED PRICE ("**CAP**")

9.5.1 At an agreed upon Milestone, the Contractor shall deliver to the Principal Representative, a LLTP CAP proposal in which the Contractor shall agree to procure the LLTP and guarantee the maximum price to the Principal Representative for the entire cost of such LLTP, as adjusted by deductive alternates required to maintain the aggregate of all LLTP CAPs and Construction CAPs below the Fixed Limit of Construction Cost, which have been previously approved by the Principal Representative pursuant to Section 3.4.

9.5.2 At an agreed upon Milestone, the Contractor shall deliver to the Principal Representative, a Construction CAP proposal in which the Contractor shall agree to perform all of the Work required for such Construction Phase, even though all of the construction documents have not all been finalized and released for construction, and guarantee the maximum price to the Principal Representative for the entire cost of the Work required for the applicable Construction Phase, as adjusted by deductive alternates required to maintain the aggregate of all LLTP CAPs and Construction CAPs below the Fixed Limit of Construction Cost, which have been previously approved by the Principal Representative pursuant to Section 3.4.

9.5.3 Each LLTP CAP and Construction CAP proposal shall include all of the Contractor's obligations to be performed pursuant to the terms of the Contract Documents for such LLTP or Construction Phase and shall include, but not be limited to, the following:

1. The total of all unit prices for the applicable Bid Package for such LLTP GMP or Construction GMP, as applicable;

2. For each Construction GMP, the installation cost of items to be procured by the Principal Representative or Contractor in any LLTP and for the applicable Construction GMP;

3. The estimated maximum direct cost of Work for such LLTP or Construction Phase to be performed by the Contractor;

4. Costs for all Performance Bonds, Payment Bonds and insurance premiums required by Contractor pursuant to this Agreement for such LLTP GMP or Construction GMP, as applicable;

5. For each LLTP GMP and Construction GMP, the CM/GC Management Price Percentage shall be included;

6. An aggregate amount for items 1 through 5 above (as applicable);

7. The Schedule of Bid Items, which shall be consistent with previously approved Schedules of Bid Items, as adjusted as required pursuant to the agreed upon OPCC;

8. Contain no conditions, exceptions or allowances;

9. Be substantiated with complete supporting documentation acceptable to the Principal Representative to clearly define the anticipated Work to be performed by the Contractor and facilitate a determination when final Drawings, Plans and Specifications are released for construction, as to whether there has been an increase in the Work required of the Contractor in the documents released for construction from the agreed upon Milestone documents on which the LLTP GMP or Construction GMP (as applicable) was based.

9.5.4 If, through no fault on the part of the Contractor, and after receiving reasonable cooperation by the Principal Representative and Design Consultant, the Contractor submits a LLTP CAP or Construction CAP proposal contrary to the provisions of Sections 9.5.1, 9.5.2, and/or 9.5.3, the proposal may be rejected by the Principal Representative. The Principal Representative shall be under no obligation to accept such LLTP CAP or Construction CAP proposals or any subsequent proposals. The Principal Representative may declare the Contractor to be in default; and payment may be withheld from the Contractor, excepting the Contractor's CM/GC Preconstruction Fee for the CM/GC Services and all previously approved LLTPs, until a satisfactory LLTP CAP or Construction CAP is furnished in compliance with Sections 9.5.1, 9.5.2, and 9.5.3.

9.5.5 If, in developing a LLTP CAP or Construction CAP, the Contractor believes any documentation or information, consistent with the agreed upon Milestone Drawings, Plans and Specifications, is not sufficiently complete to clearly define the anticipated Work, the Contractor shall be responsible for making all necessary inquires and requests to establish the same.

9.5.6 When any LLTP CAP is agreed upon and accepted by the Principal Representative, it shall be made a part of this Agreement by Amendment; and shall be subject to modification in accordance with Article 10. If the Contractor, in good faith, furnishes the Principal Representative with a LLTP CAP proposal which meets the criteria of Sections 9.5.1 and 9.5.3 and the Parties fail to mutually agree to that number as set forth above, the Parties expressly agree that default termination of the

Contractor shall not be a remedy therefor under this Agreement, and the Principal Representative shall be entitled to proceed with the Work as set forth elsewhere in this Agreement.

9.5.7 When any Construction CAP is agreed upon and accepted by the Principal Representative, it shall be made a part of a separate CM/GC Construction Contract and subject to the terms thereof. If the Contractor, in good faith, furnishes the Principal Representative with a Construction CAP proposal which meets the criteria of Sections 9.5.2 and 9.5.3, and the Parties fail to mutually agree to that number as set forth above, the Parties expressly agree that default termination of the Contractor shall not be a remedy therefor under this Agreement, and the Principal Representative shall be entitled to proceed with the Work as set forth elsewhere in this Agreement.

9.5.8 When the Contractor provides a LLTP CAP or Construction CAP, the subcontracts for the Work shall either be with the Contractor or shall contain the necessary provisions to allow the Contractor to control the performance of the Work. The Principal Representative shall also authorize the Contractor to take all steps necessary in the name of the Principal Representative to assure that any separate contractors, having separate contracts with the Principal Representative for the Project, perform their contracts in accordance with their terms.

9.6 CONTRACT SUM

9.6.1 Subject to the provisions of Articles 3, 9, and 16, the Contract Sum shall be $xxxxx.xx, which is equal to the defined Contractor's CM/GC Preconstruction Fee per Section 1.20 of the CMGC Services RFP and any accepted LLTP.

9.6.2 After execution of the Amendment to the Agreement establishing and accepting any LLTP CAP, the Contractor shall be paid a sum equal to the amount accepted in the applicable LLTP CAP for the procurement of such LLTP as defined in the payment schedule; and

9.6.3 The Contract Sum shall be the maximum amount payable under this Agreement and the Contract Documents to Contractor by the State and the Principal Representative, as determined by the Principal Representative from available funds. The Contract Sum can only be modified by Amendment.

9.7 PAYMENTS

9.7.1 Contractor's CM/GC Preconstruction Fee

1. For the performance of CM/GC Services in the Preconstruction Phase, the compensation set forth in Section 9.1 shall be paid monthly based upon detailed invoices totaling the aggregate of all Work previously performed as submitted by the Contractor, with the total payment not to exceed the fee for such services as set forth in Section 9.1. **by the Principal Representative**

9.7.2 LLTP CAPs

1. At the time of the agreement and acceptance of each LLTP CAP, the Contractor shall submit to the Principal Representative, using the CDOT Electronic Bid System or an excel spreadsheet approved by the Principal Representative, a complete, detailed, and itemized Schedule of Bid Items for such LLTP CAP.

2. The State shall pay the Contractor, according to the requirements of the Drawings, Plans, Specifications and Standard Specifications, the amounts required for the completed LLTP at the unit prices set forth in such LLTP CAP proposal, and such further amounts as may be required for extra work or materials, all according to the provisions and subject to the

conditions as set forth in the Drawings, Plans, Specifications and Standard Specifications as required in this Agreement.

9.7.3 All payments to Contractor shall be in the form of Pay Estimates.

9.8 CONDITIONS OF COMPENSATION/CONDITION PRECEDENT

9.8.1 Financial obligations of the State payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.

9.8.2 The Contractor shall submit monthly progress reports to the Principal Representative. Failure to submit a progress report may result in non-payment to the Contractor for the month. The progress report will be reviewed by the Principal Representative and, after deemed satisfactory by the Principal Representative, will be used as justification for billing. The progress report shall contain, but not limited to, the following:

1. Report on progress of each Work activity or Milestone identified in the Agreement, to show the amount of Work accomplished during the current month and the amount of Work accomplished overall;
2. A report on the time scheduled for each Work activity or Milestone identified in the Agreement to show planned time completion and actual times used to do the Work;
3. A description of the cause for delays beyond the planned completion time of Work activities or Milestones contained in the Agreement;
4. A report on the cost incurred to date on each Work activity or Milestone contained in the Agreement and a comparison to the cost estimates for such Work activity or Milestone;
5. A description of possible remedies to get Work activities or Milestones that are behind schedule, back on schedule, and to get Work activities or Milestones that are exceeding cost estimates, back within planned costs;
6. Documentation of meetings that were held during the subject time period;
7. A report on the participation of DBE, Subcontractors and Suppliers; and
8. A description of problems and concerns that could affect delivery of the Work or Project.

9.8.3 The total cost of the Work including but not limited to the Contactor's CM/GC Preconstruction Fee, all LLTP CAPs, and any and all sums claimed by the Contractor to be due as set forth throughout this Agreement, are expressly subject to the limitations set forth in Sections 9.8.1 and nothing herein contained shall be construed or understood to commit the Principal Representative to a total expense greater than that which is provided in the appropriation or allocation. Further, no funds appropriated or allocated for any other purpose shall be expended for this Agreement. The Principal Representative agrees not to issue any Modifications which would cause the sums due the Contractor pursuant to this Agreement to exceed the appropriation or allocation for the Work.

9.8.4 Contractor shall not receive payment for any Work without its receipt of the required, appropriate Notice to Proceed.

ARTICLE 10. CHANGES IN THE WORK

10.1 AMENDMENTS AND CHANGE ORDERS

10.1.1 The Principal Representative, with the approval of State Controller, without invalidating this Agreement and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting from the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, the Contractor's CM/GC Preconstruction Fee and Term being adjusted accordingly.

10.1.2 Each adjustment in the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, the Contractor's CM/GC Preconstruction Fee and Term resulting from an Amendment shall clearly separate the amount attributable to the cost of the Work and the Contractor's Fee, if any. The Fixed Limit of Construction Cost, Contract Sum, any LLTP CAP, the Contractor's CM/GC Preconstruction Fee, and Term may be changed only by Amendment.

10.1.3 Except Work. Any changes in the Work that result in an increase in the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, the Contractor's CM/GC Preconstruction Fee, and Term shall be added to this Agreement by an Amendment pursuant to Section 10.1.2.

10.1.4 No extra work or change in the Contract Documents shall be made unless by a written Amendment or Change Order. No claim for any change to the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, the Contractor's CM/GC Preconstruction Fee and Term shall be valid unless so ordered. An Amendment or Change Order signed by the Contractor conclusively establishes the Contractor's agreement therewith, including the adjustment in the Contract Sum, any LLTP CAP, the Contractor's CM/GC Preconstruction Fee and the Term.

10.1.5 This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an Amendment.

10.1.6 All Change Orders, changes in estimated quantities, hazardous materials, and differing site conditions will follow the Standard Specifications.

10.2 ADJUSTMENTS IN CONTRACT SUM WITHIN A LLTP CAP

10.2.1 The value of any change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;
2. By unit prices named in the Contract Documents or subsequently agreed upon;
3. By actual cost plus a fixed fee being agreed upon prior to starting the changed Work; or
4. In the absence of agreement by the Parties, by a unilateral determination by the Principal Representative of the costs attributable to the events or situation under such clauses with an adjustment to the fee, all as computed by the Principal Representative pursuant to the applicable sections of any rules issued under Sections 24-107-101, et seq. C.R.S., as amended, and subject to the provisions of Title 24, Article 109.

   The Contractor shall be required to submit cost or pricing data if any adjustment in Contract Sum or any LTTP CAP is subject to the provisions of Section 24-103-403 et seq. C.R.S., as amended.

   Changed Work shall be adjusted and considered separately for the Work either added or omitted. The amount of adjustment for Work omitted shall be estimated at the time it is authorized, and the agreed adjustment shall be deducted from the subsequent monthly estimates.

ARTICLE 11. INSURANCE

11.1 GENERAL

11.1.1 The Contractor shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in the requirements in this

Agreement. The Contractor shall continue to provide evidence of such coverage to State of Colorado on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Principal Representative within ten (10) days after the date of the Notice to Proceed to Commence CM/GC Services, said certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

11.2 COMMERCIAL GENERAL LIABILITY INSURANCE ("CGL")

11.2.1 This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Agreement, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General aggregate	$2,000,000
Products – completed operations aggregate	$2,000,000
Each occurrence	$1,000,000
Personal injury	$1,000,000

The following coverages shall be included in the CGL:

1. Per project general aggregate (CG 25 03 or similar).
2. Additional insured status in favor of the State of Colorado and any other parties as outlined in the Agreement and must include both ONGOING operations and COMPLETED operations per CG2010 10/01 and CG 2037 10/01 or equivalent as permitted by law.
3. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by additional insureds.
4. A waiver of subrogation in favor of all additional insured parties.
5. Personal injury liability.
6. Contractual liability coverage to support indemnification obligation per Article 12.
7. Explosion, collapse and underground (xcu).

The following exclusionary endorsements are prohibited in the CGL policy:

1. Damage to Work performed by Subcontract/vendor (CG 22-94 or similar).
2. Contractual liability coverage exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar).
3. If applicable to the Work to be performed: residential or multi-family.
4. If applicable to the Work to be performed: exterior insulation finish systems.
5. If applicable to the Work to be performed: subsidence or earth movement.

The Contractor shall maintain general liability coverage including products and completed operations insurance, and the additional insured with primary and non- contributory coverage as specified in this Agreement for three (3) years after completion of the Project.

11.3 AUTOMOBILE LIABILITY INSURANCE

11.3.1 Automobile liability insurance and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Combined bodily injury and property damage Liability (combined single limit):	$1,000,000 each accident

Coverages:

1. Specific waiver of subrogation

11.4 WORKERS' COMPENSATION INSURANCE

11.4.1 The Contractor shall procure and maintain workers' compensation insurance at its own expense during the life of this Agreement, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

11.4.2 The Contractor shall also require each Subcontractor to furnish workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

11.4.3 In cases where any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the workers' compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

11.5 UMBRELLA LIABILITY INSURANCE (for construction projects exceeding $10,000,000)

11.5.1 The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section 11.2 above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence	$5,000,000
Aggregate	$5,000,000

11.6 BUILDER'S RISK INSURANCE

11.6.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Modifications and cost of materials supplied or installed by others, comprising total value for the Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, or the Date of Notice specified on the CDOT Notice of Acceptance.

11.6.2 This insurance shall include interests of the Principal Representative, the Contractor, Subcontractors and sub-subcontractors in the Project as named insureds.

11.6.3 All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00).

11.6.4 Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Design Consultant's and Contractor's services and expenses required as a result of such insured loss.

11.6.5 The Contractor shall maintain builders risk coverage including partial use by Principal Representative. The Contractor shall waive all rights of subrogation as regards the State of Colorado and the Principal Representative, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment and for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

11.6.6 Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

11.6.7 The Principal Representative, with approval of the State Controller, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

11.7 POLLUTION LIABILITY INSURANCE

11.7.1 If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide pollution liability insurance coverage. Pollution liability policy must include contractual liability coverage. State of Colorado must be included as additional insureds on the policy. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Subcontractor/vendor.

11.8 ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS

11.8.1 Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

11.8.2 If any of the said polices shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Principal Representative and the Division of Insurance of the State of Colorado for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Agreement, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

11.8.3 All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Principal Representative.

11.8.4 Receipt, review or acceptance by the Principal Representative of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor from Its obligation to meet the insurance requirements contained in this Article 11. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.

11.9 COMPLIANCE

11.9.1 Failure of the Contractor to fully comply with any and all insurance requirements during the Term may be considered a material breach of this Agreement and may be cause for immediate termination of the Agreement at the option of the Principal Representative. The Principal Representative reserves the right to negotiate additional specific insurance requirements at the time of the award.

11.10 MUTUAL COOPERATION

11.10.1 The Principal Representative and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

11.10.2 If the Principal Representative finds it necessary to occupy or use a portion or portions of the Work prior to the Date of Completion of the Work, such occupancy shall not commence prior to the time mutually agreed to by the Principal Representative and the Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. No insurance shall be canceled or allowed to lapse on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld. The Contractor shall assist the Principal Representative in completing and executing such form(s) as are necessary for approval of occupancy and use, prior to the Principal Representative's possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 15, *Completion, Final Inspection, Acceptance and Settlement*.

ARTICLE 12. INDEMNIFICATION

12.1 The Contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

12.2 In any and all claims against the Principal Representative, its agents or employees, by any employee of the Contractor, any Subcontractor of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12.3 The obligations of the Contractor under this Article 12 shall not extend to the liability of the Design Consultant, its consultants, agents or employees, arising out of: (1) the preparation or approval of maps, Drawings, Plans, opinions, reports, surveys, Amendments, Change Orders, designs or Specifications; (2) the giving of or the failure to give direction or instructions by the Design Consultant, its consultants, agents or employees, provided such giving or failure to give is the primary cause of the injury or damage; or (3) any acts of the Design Consultant, its consultants, agents or employees outside of the scope of their duties pursuant to the Contract Documents.

ARTICLE 13 CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

13.1 The Contractor shall furnish a Performance Bond and a Payment Bond on approved State forms, executed by a corporate surety licensed to transact such business in the State of Colorado, each in the full amount of the applicable LLTP CAP with the Amendment for the addition of the applicable Bid Package to this Agreement. If subsequent Amendments are made to this Agreement which substantially increase the applicable LLTP CAP, increased bond limits shall be furnished by the Contractor upon the acceptance of the increase in the applicable LLTP CAP. The then current bonds shall apply to all Work included within the scope of the applicable LLTP, including but not limited to all prior Work which may have been performed when previous bonds were in effect.

The Amendment for such applicable LLTP shall not take effect or be in force until the Contractor shall have furnished and delivered to the State a Payment Bond and Performance Bond, attached hereto as **Exhibits D.2 and D.3**, acceptable to the State, in a penal sum equal to the nearest integral $100.00 in excess of the applicable LLTP CAP duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

13.2 The Performance Bond shall remain in effect until at least one (1) year after the date when such LLTP receives Finally Acceptance, except as otherwise provided by law or regulation or by the Contract Documents. The Payment Bond shall remain in effect for not less than the required statutory period. All bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. All bonds must be acceptable to the Principal Representative.

13.3 The initial Bonds shall be filed with the Principal Representative at the time of execution of the initial, applicable Bid Package.

13.4 If the surety on any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Colorado is terminated or it ceases to meet the requirements of Sections 13.1 and 13.2, the Contractor shall within ten (10) days thereafter, substitute another bond and surety, both of which must be acceptable to the Principal Representative.

13.5 Upon the issuance and acceptance of the Performance Bonds and Payment Bonds, the premium therefor shall be included in the first Pay Estimate for the applicable LLTP CAP. The premiums for all bonds and increases thereto to be provided by the Contractor as well as those Subcontractors required to be bonded by the Contractor shall be included in the applicable LLTP CAP, and the price of each applicable Amendment and Change Order, and the Contractor shall not be entitled to additional compensation therefor.

ARTICLE 14. ACCESS TO WORK AND OBSERVATION

14.1 DESIGN CONSULTANT'S WORK

14.1.1 The Principal Representative shall be in the first instance, the judge of the performance of the Contractor as it relates to compliance with the Contract Documents and quality of workmanship and material.

14.1.2 The Principal Representative and its professional consultants, staff or practicing, shall make visits to the site appropriate to the stage of construction to become familiar with the progress and quality of the Work, and to determine that the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

14.1.3 The Principal Representative shall also observe the following for compliance with the Contract Documents:

1. Shop Drawings; and
2. Any special testing required in the Contract Documents.

ARTICLE 15. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

15.1 NOTICE OF COMPLETION

15.1.1 When the LLTP, or a portion of the Work (as hereafter described) which the Principal Representative has agreed to accept separately, is Substantially Complete and ready for final inspection, the Contractor shall file a Notice of Substantial Completion with the Principal Representative that the Work, or such portion, in the opinion of the Contractor, is Substantially Complete in accordance with the Contract Documents. The Contractor shall prepare and submit with such Notice of Substantial Completion a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the Design Consultant or the Principal Representative shall determine after inspection. If the Design Consultant or the Principal Representative believe that any of the items on the list of items submitted, or any other item of Work to be corrected or completed, or the cumulative number of items of Work to be corrected or completed, shall prevent a determination that the Work is Substantially Complete, those items shall be completed by the Contractor and the Notice of Substantial Completion shall then be resubmitted.

15.2 FINAL INSPECTION

15.2.1 The Principal Representative and the Contractor shall make a “final inspection” of the Work to determine whether the Work is Substantially Complete and has been completed in accordance with the Contract Documents and the Standard Specifications.

15.2.2 The Contractor shall provide the Principal Representative an updated list in sufficient detail to fully outline the following:

1. Work to be completed, if any; and
2. Work not in compliance with the Drawings, Plans or Specifications, if any.

15.2.3 A list shall be made by the Principal Representative in sufficient detail to fully outline to the Contractor:

1. Work to be completed, if any;
2. Work not in compliance with the Drawings or Specifications, if any; and
3. Unsatisfactory Work for any reason, if any.

15.2.4 The required number of copies of the list shall be countersigned by the authorized representative of the Principal Representative and shall then be transmitted by the Principal Representative to the Contractor and Design Consultant. The Principal Representative's final list shall control over the Contractor's preliminary list.

15.3 NOTICE OF SUBSTANTIAL COMPLETION

15.3.1 Notice of Substantial Completion shall establish the date of Substantial Completion of the Work or portion thereof. The Contractor acknowledges and agrees that because the departments, agencies and institutions of the State of Colorado are generally involved with the business of the public at large, greater care must be taken in establishing the date of Substantial Completion than

might otherwise be the case to ensure that the Project, the Work or any portion thereof is fully usable and safe for public use.

15.3.2 The Notice of Substantial Completion shall not be issued until the following have been fully established:

1. The Work, or portion thereof, has been fully inspected as required by the Drawings, Plans and Specifications, and the overall state of completion is appropriate for presentation to the public; and

2. The Contractor has provided a schedule for the completion of each and every item identified on the list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item shall be commenced and finished, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable list inspection process. Unless liquidated damages have been specified, the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor's proposed list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

15.3.3 Substantial Completion of the Work, or portion thereof, shall not be conclusively established by a decision by the Principal Representative to take possession and use of a portion, or all of the Work, where portions of the Work cannot meet all the criteria noted above. Notice of Substantial Completion for the Work, or portion thereof, shall, however, only be withheld for substantial reasons when the Principal Representative has taken possession and uses the Work, or portion thereof, in accordance with the Agreement. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Substantial Completion.

15.3.4 The Contractor shall have the right to request an inspection of any portion of the Work when in the opinion of the Design Consultant a pre-acceptance list can be reasonably prepared, without confusion as to which portions of the Work are referred to in any subsequent CDOT Acceptance Letter which might be issued after such portion is accepted. Portions of the Work may be, but shall not necessarily be limited to, such portions of the Work, as separate deliverables where such Work consists of multiple deliverables. In such circumstances, when in the opinion of the Principal Representative and the Design Consultant, the requirements for issuance of a Notice of Substantial Completion can be satisfied with respect to the portion of the Work, a partial Notice of Substantial Completion may be issued for such portion of the Work.

15.4 CDOT ACCEPTANCE LETTER

15.4.1 The CDOT Acceptance Letter shall establish the final completion date of the Work or any portion thereof. It shall not be authorized until the Contractor shall have performed all of such Work to allow completion and approval of the pre-acceptance list.

15.4.2 Where partial Notices of Substantial Completion have been issued, partial CDOT Acceptance Letters may be similarly issued when appropriate for that portion of the Work. Partial CDOT Acceptance Letters may also be issued to exclude the Work described in Change Orders executed during late stages of the Work where a later completion date for the Change Order Work is expressly provided for in the Agreement as amended by the Change Order, provided the Work can be adequately described to allow advertisement of the Notice of Final Settlement to be issued without confusion as to the Work included for which final payment shall be made.

15.5 FINAL SETTLEMENT

15.5.1 Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Principal Representative shall not authorize final payment until all items on the pre-acceptance list have been completed, the CDOT Acceptance Letter issued for all of the Work, and the Notice of Final Settlement published. Before the Principal Representative may issue the Notice of Final Settlement and advertise the Work for final payment, the Contractor shall have corrected all items on the pre-acceptance list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have:

1. Delivered to the Principal Representative:

   i. All guarantees and warranties;
   ii. All statements to support local sales tax refunds, if any;
   iii. Three (3) complete bound sets of required operating maintenance instructions and Shop Drawings;
   iv. One (1) set of as-built Contract Documents showing all job changes; and
   v. All required Drawings, Plans, Specifications and reports.

2. Demonstrated to the operating personnel of the Principal Representative the proper operation and maintenance of all equipment.

15.5.2 Upon completion of the foregoing, the Project shall be advertised in accordance with the Notice of Final Settlement by two publications of such notice, the last publication appearing at least ten (10) days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Work or the Contractor from Subcontractors, suppliers or material men based on good faith disputes; the resolution of the question of payment in such cases being directed by statute.

15.5.3 Except as hereafter provided, on the date of final settlement thus advertised, provided the Contractor has submitted a written Notice of Final Settlement to the Principal Representative that no Disputes and Claims are outstanding, and further provided that the Principal Representative shall have received no claims, final payments and settlement shall be made in full. If any unpaid c*laim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due the Contractor, the Principal Representative and the State Controller shall withhold from the Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to complete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Final Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a notice of such action at law shall have been filed with the Principal Representative. At the expiration of the ninety (90) day period, the Principal Representative shall release to the Contractor all other money not the subject of such action at law or withheld based on the cost to complete unfinished Work or the cost to repair defective Work.

15.6 RECORDS

15.6.1 Maintenance: The Contractor (and any Subcontractor) shall maintain a complete file of all books, records, accounts, and other written or computerized materials which pertain to the accounting

and performance of Work, the delivery of services, and the compliance with applicable requirements under this Agreement, and shall maintain such records for a period of three (3) years after the date of termination of the Agreement, or for such further period as may be necessary to resolve any matters which may be pending.

15.6.2 Access: The Contractor (and any Subcontractor) shall permit the State, the FHWA, and their designated representatives, during normal business hours, to access all books, records, accounts, and other relevant material concerning the Work performed or services provided under this Agreement for the purpose of investigation, audit, and copying to ascertain compliance with, or to detect violation of, any applicable federal and/or State law or regulation or with the terms of the Agreement, or to evaluate performance under the Agreement. All records or information obtained in this manner shall be used only for the purpose described herein, except as otherwise authorized by law.

15.6.3 Subcontracts: For the benefit of the State, the Contractor shall include the language of this Section 15.6 in all subcontracts, in order to require the Subcontractor(s) to comply with the record maintenance and access conditions described above.

ARTICLE 16. PRINCIPAL REPRESENTATIVE'S RIGHT TO TERMINATE CONTRACT

16.1 TERMINATION FOR DEFAULT

16.1.1 General: If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute the Work with due diligence and carry the Work forward in accordance with its work schedule or if it should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by it, the Principal Representative may service written notice on the Contractor and the surety on its Performance Bonds and Payment Bonds, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Design Consultant that sufficient causes exist to justify such action.

16.1.2 Conditions and Procedures:

1. The Principal Representative may terminate the services of the Contractor, which termination shall take effect immediately upon service of a Notice of Termination thereof on the Contractor and its surety, whereupon the surety shall have the right to take over and perform the Agreement. If the surety does not commence performance of this Agreement within ten (10) days after service of the Notice of Termination, the Principal Representative may take over the Work, take possession of and use all materials, equipment, and deliverables on the site, and prosecute the Work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payments under this Agreement until the Work is completed and accepted. If the cost, expenses, and damages to perform the Work, as determined by the Principal Representative, exceed such unpaid balance of the Contract Sum or the applicable LLTP CAP as the case may be, the Contractor and its surety shall pay the difference to the Principal Representative.

2. The Principal Representative may take control of the Work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the Principal Representative deems advisable. In such event, the Principal Representative shall be entitled to collect from the Contractor and its surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of

the Contractor, provided the Principal Representative approves the amount thus charged to the Contractor.

3. The Principal Representative may require the surety on the Contractor's Performance Bond to take control of the Work at once and see to it that all the deficiencies of the Contractor are made good, with due diligence. As between the Principal Representative and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the Work, either upon termination of the services of the Contractor or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern in respect to the Work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work and provisions of this Article as to the right of the Principal Representative to do the Work or to take control of the Work.

16.2 TERMINATION FOR CONVENIENCE OF THE STATE

16.2.1 The performance of Work under this Agreement may be terminated, in whole or in part, by the Principal Representative when the Principal Representative determines that the purposes of the distribution of State monies under this Agreement would no longer be served by completion of the Work. Termination of Work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under this Agreement is terminated and the date upon which such termination becomes effective.

16.2.2 After receipt of the Notice of Termination, the Contractor shall cancel its outstanding commitments hereunder covering the procurement of all applicable LLTP and CM/GC Services deliverables. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering all applicable LLTP and CM/GC Services and extending beyond the date of such termination to the extent that they relate to the performance of any Work terminated by the Notice of Termination. With respect to such canceled commitments, the Contractor agrees to:

1. Settle all outstanding liabilities, disputes and claims arising out of such cancellation of commitments, with the approval or ratification of the Principal Representative, to the extent it may require, which approval and ratification shall be final for all purposes of this clause; and

2. Assign to the Principal Representative in the manner, at the time and to the extent directed by the Principal Representative, all of the right, title, and interest in the Contractor under the orders and Subcontractors so terminated, in which case the Principal Representative shall have the right, in its discretion, to settle or pay any or all liabilities, disputes and claims arising out of the termination of such orders and subcontracts.

16.2.3 The Contractor shall submit its Termination Claim to the Principal Representative within 90 days after receipt of a Notice of Termination unless one or more extensions in writing are granted by the Principal Representative upon written request of the Contractor within such 90 day period or authorized extension thereof. Upon failure of the Contractor to submit its Termination Claim within the time allowed, the Principal Representative may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination, and shall thereupon pay to the Contractor the amount so determined.

16.2.4 Costs claimed, agreed to, or determined pursuant to Sections 16.2.3 and 16.2.5 shall be in accordance with the provisions of Section 108 Prosecution and Progress in the Standard Specifications as in effect on the date of this Agreement all of which is limited to the Contract Sum and the applicable LLTP CAP and the provisions of Sections 9.6 and 9.8. The sums to be paid to

the Contractor shall not include any compensation, loss, or lost profit on Work not performed by the Contractor or any of its Subcontractors of any tier or suppliers.

16.2.5 Subject to the provisions of Section 16.2.3 above, the Contractor and the Principal Representative may agree upon the whole or any part of the amount(s) to be paid to the Contractor by reason of the termination under this section, which amount(s) may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for applicable LLTP CAP and CM/GC Services which it is unable to cancel; provided, however, that in connection with any outstanding commitments for applicable LLTP CAP and CM/GC Services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to its other activities and operations. Any such agreement shall be embodied in an Amendment to this Agreement, and the Contractor shall be paid the agreed amount.

16.2.6 The Principal Representative may from time to time, under such terms and conditions as it may prescribe, make partial payment against costs incurred by the Contractor in connection with the terminated portion of this Agreement, whenever, in the opinion of the Principal Representative, the aggregate of such payment is within the amount to which the Contractor shall be entitled hereunder.

16.2.7 The Contractor agrees to transfer title and deliver to the Principal Representative, in the manner, at the time, and to the extent, if any, directed by the Principal Representative, such information and items which, if this Agreement had been completed, would have been required to be furnished to the Principal Representative, including:

1. Completed or partially completed Drawings (including as-built Drawings), Shop Drawings, Plans, Specifications, and information; and

2. Materials and equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice of Termination.

Other than the above, any termination inventory resulting from the termination of this Agreement may, with the written approval of the Principal Representative, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Principal Representative. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Principal Representative to the Contractor under this Agreement, or shall otherwise be credited to the price or cost of Work covered by this Agreement, or paid in such other manner as the Principal Representative may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Principal Representative may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor, and in which the Principal Representative has or may acquire an interest.

16.3 AVAILABLE FUNDS CONTINGENCY TERMINATION

16.3.1 The Parties expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State for the purpose of contracting for the Work provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by the State. If such funds or any part thereof are not received by the State, the State may immediately terminate this Agreement without liability, including for termination costs.

ARTICLE 17. MISCELLANEOUS PROVISIONS

17.1 DESIGN CONSULTANT

17.1.1 It is expressly understood that the Principal Representative shall directly retain the services of the Design Consultant.

17.2 EQUAL EMPLOYMENT OPPORTUNITY, LABOR COMPLIANCE, AND ON THE JOB TRAINING

17.2.1 The Contractor confirms that it has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that it maintains no employee facilities segregated on the basis of race, color, religion or national origin.

17.2.2 **NON-DISCRIMINATION.** The Contractor shall comply with all applicable Legal Requirements that enumerate unlawful employment practices including discrimination because of race, religion, color, gender, age, disability, or national origin, and that define actions required for affirmative action and minority/disadvantaged business programs. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or handicap. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, religion, gender, age or handicap. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

17.2.3 Inclusion in Subcontracts

The Contractor shall include Sections 7.1.1 and 7.1.2 in every Subcontract over $10,000 (including purchase orders), and shall require that they be included in all Subcontracts over $10,000 at lower tiers, so that such provisions will be binding upon each Subcontractor.

17.3 Disadvantaged Business Enterprises (DBE) and Emerging Small Business (ESB)

17.3.1 **Disadvantaged Business Enterprises.** The Contractor shall comply with CDOT's Disadvantaged Business Enterprises (DBE) Policy ensuring that DBEs shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The Contractor shall comply with the requirements of the DBE Special Provision set forth in Exhibit __D?) and all forms attached to Exhibit __. The Contractor shall either meet DBE goal of _____% for preconstruction services work and or shall make a good faith effort to meet the DBE goal

In addition, the Contractor shall meet the DBE goal set for each construction phase of the Project, and more fully described in Exhibit__(G?), or shall make a good faith effort to meet the DBE goals.

17.3.2 **Emerging Small Business.** CDOT expects the Contractor to facilitate and incorporate participation by small businesses throughout the Project. CDOT has established an ESB incentive for this Project, the details of which can be found in Exhibit __.

17.3.3 **Inclusion in Subcontracts.** The Contractor shall include Section 7.2.1 and the DBE Special Provision in every Subcontract (including purchase orders), and shall require that they be included in all Subcontracts at lower tiers, so that such provisions will be binding upon each Subcontractor.

17.4 LIENS

17.4.1 Colorado statutes do not provide for any right of lien against public property. In lieu thereof, Sections 38-26-107 et seq. C.R.S., as amended, provided adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment or services toward construction of the particular public work in that final payment may not be made to a Contractor until all such creditors have been put on notice by publication in the public press of such pending payment and given opportunity to stop payment to the Contractor in the amount of such claims.

17.5 COMPLIANCE WITH CDOT INFORMATION INTERCHANGE SYSTEM ACCESS POLICY

17.5.1 If the Contractor requires access to the CDOT Information Interchange system, the Contractor shall comply with the requirements and responsibilities for such access, which are set forth in the instructions accompanying CDOT's Information Interchange system user Account Request Form 1273A. Under no circumstances shall the Contractor or any of its employees, Subcontractors or Suppliers access, or attempt to access, the CDOT Information System through the account of a CDOT employee or a former CDOT employee.

17.6 DISPUTES AND CLAIMS

17.6.1 All Disputes and Claims shall use Dispute Resolution pursuant to Sections 105.22, 105.23, and 105.24 of the Standards Specifications.

17.7 INTELLECTUAL PROPERTY

17.7.1 PATENT RIGHTS (Federal Funds). If any invention, improvement, or discovery or the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Agreement's Work, and if such is patentable, the Contractor shall notify the Principal Representative immediately and provide a detailed written report. The rights and responsibilities of the Contractor, Subcontractors, Design Consultant, and the State with respect to such invention, improvement, or discovery will be determined in accordance with applicable federal laws and regulations in existence on the date of execution of this Agreement which define Contractor's title, right to elect title, federal government "march in" rights, and the scope of the federal government's right to a nonexclusive, irrevocable, paid-up license to use the subject invention for its own. The Contractor shall include the requirements of this section in its subcontracts for the performance of any Work under this Agreement.

17.7.2 RIGHTS IN DATA AND COPYRIGHT (Federal Reserved Rights). Except for its own internal use, the Contractor shall not publish or reproduce any data/information, in whole or part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Agreement, nor may it authorize or permit others to do so, without the written consent of the federal government, through the State, until such time as the federal government may have released such data/information to the public. As authorized by 49 C.F.R. 18.34, the federal government, through the State, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize the State and others to use: a) any Work developed under this Agreement or a resulting subcontract irrespective of whether or not it is copyrighted; and b) any rights of copyright to which the Contractor, or Subcontractor purchases ownership with federal assistance.

17.7.3 INFRINGEMENT. The Contractor shall hold and save harmless the State, from any and all claims for infringement, by reason of the use of any patented design, device, material, process, any trademark or copyright and shall indemnify the State for any costs, expenses and damages which it may be obligated to pay, by reason of infringement, at any time during the prosecution or after completion of the Work.

17.8 EXECUTION OF EXHIBITS

17.8.1 It is contemplated by the Parties that certain exhibits hereto shall not be accomplished or finalized at the time this Agreement is executed as such exhibits must, by the nature of the provisions relative thereto, be executed by the Parties subsequent to the execution of this Agreement. The Parties shall be diligent in accomplishing such exhibits at the earliest appropriate time in accordance with the provisions hereof.

17.9 MODIFICATION OF ARTICLE 6. TIME OF COMMENCEMENT AND COMPLETION

17.9.1 If an amount is indicated immediately below, liquidated damages shall be applicable to any LLTP as, and to, the extent shown below. Where an amount is indicated below, liquidated damages shall be assessed in accordance with and pursuant to the terms of Article 6, *Time of Commencement and Completion*, in the amounts and as here indicated. The election of liquidated damages shall limit and control the Parties' right to damages only to the extent noted.

1. For the inability to use the deliverables from any LLTP, for each day after the number of calendar days specified in the Contractor's LLTP CAP and the Agreement for achievement of Substantial Completion, until the day that the applicable LLTP has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal to _____ ($) shall be assessed against Contractor from amounts due and payable to the Contractor under the Agreement, or the Contractor and the Contractor's surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

2. For damages related to or arising from additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period, for each day in excess of the number of calendar days specified in the Contractor's LLTP CAP proposal for the applicable LLTP and the Agreement to Finally Complete the applicable LLTP (as defined by the issuance of a CDOT Acceptance Letter) after the issuance of the final Notice of Substantial Completion, the Contractor agrees that an amount equal to _____ ($) shall be assessed against Contractor from amounts due and payable to the Contractor under the Agreement, or the Contractor and the Contractor's surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due but amounts remaining are insufficient to cover the entire assessment.

17.10 STATEWIDE CONTRACT MANAGEMENT SYSTEM

17.10.1 If the maximum amount payable to Contractor under this Agreement is $500,000 or greater, either on the Effective Date or at anytime thereafter, this section shall apply.

Contractor agrees to be governed, and to abide, by the provisions of C.R.S. §24-102-205, §24-102-206, §24-103-601, §24-103.5-101, §24-105-101, §24-105-102, and §24-105-201 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor understands that if the maximum amount payable to Contractor under this Agreement is $500,000 or greater, either on the Effective Date or at anytime thereafter, the State shall have the additional responsibility to prepare a Contractor Performance Evaluation Report. This report shall be maintained as part of the Contractor's file and remain part of CMS for at least 5-years following the report date.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including C.R.S §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Principal Representative, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

17.11 GOVERNMENTAL IMMUNITY

17.11.1 Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et.seq., CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et. seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et. seq., CRS, as now or hereafter amended.

17.12 LEGAL AUTHORITY

17.12.1 The Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Contractor to its terms. The person(s) executing this Agreement on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.

17.13 ASSIGNMENTS AND SUBCONTRACTS

17.13.1 Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof.

17.14 BINDING EFFECT

17.14.1 Except as otherwise provided in Section 17.12, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

17.15 CAPTIONS

17.15.1 The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

17.16 COUNTERPARTS

17.16.1 This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

17.17 ENTIRE UNDERSTANDING

17.17.1 This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

17.18 JURISDICTION AND VENUE

17.18.1 All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

17.19 MODIFICATION

17.19.1 By the Parties: Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both Parties in an Amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this Agreement, other than Amendments, shall conform to the policies of the Office of the State Controller, including, but not limited to, the policy, MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

17.19.2 By Operation of Law: This Agreement is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

17.20 ORDER OF PRECEDENCE

17.20.1 The provisions of this Agreement shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Any federal laws, rules or regulations applicable to the Agreement;
2. Colorado Special Provisions;
3. Standard Specifications;
4. The provisions of the main body of this Agreement;
5. Any LLTP CAP proposal;
6. Any fully executed Amendment;
7. Any fully executed Change Order;

8. Any other fully executed, written Modification; and
9. The conditions, attachments and exhibits of this Agreement in descending order.

17.21 SEVERABILITY

17.21.1 Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

17.22 SURVIVAL OF CERTAIN CONTRACT TERMS

17.22.1 Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

17.23 TAXES

17.23.1 The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

17.24 THIRD PARTY BENEFICIARIES

17.24.1 Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

17.25 WAIVER

17.25.1 Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

17.26 CORA DISCLOSURE

17.26.1 To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

ARTICLE 18. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in italics.

1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may

exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

[The remainder of this page intentionally left blank]

ARTICLE 19. SIGNATURE PAGE

Contract Routing Number: 11 HA

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR **<insert company<.** By: _____ Name of Authorized Individual Title: _____ Official Title of Authorized Individual _____ *Signature Date: _____	**STATE OF COLORADO** **John W. Hickenlooper** **GOVERNOR** Colorado Department of Transportation Executive Director _____ By Tim Harris, Chief Engineer Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules Date: _____
	LEGAL REVIEW John W. Suthers, Attorney General By:_____ Signature - Assistant Attorney General Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By:_____
Colorado Department of Transportation

Date:_____

STANDARD CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES AGREEMENT

EXHIBIT A

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
INITIAL PROJECT SCOPING MEETING (WORKSHOP)			
A. CM/GC AND PARTNERING INTRO SESSION			
B. PROJECT SITE VISIT AND INSPECTION			
C. PROJECT STATUS, GOALS, ELEMENTS, OBJECTIVES, DESIGN SCHEDULE REVIEW			
D. IDENTIFY PROJECT RISKS AND DEVELOP INITIAL RISK MANAGEMENT PLAN AND RISK REGISTER			
E. REVIEW APPLICABLE ENVIRONMENTAL DOCUMENTS (ROD, FONSI, ETC.)			
F. INDEPENDENT DESIGN AND AS-BUILT REVIEW			
G. DEVELOP PROJECT SCHEDULE AND TASKS			
H. SCHEDULE BI-WEEKLY PROGRESS, FIR, FOR, AND MILESTONES MEETINGS			
I. IDENTIFY DESIGN CRITERIA			
J. DISCUSSION OF POSSIBLE EARLY DELIVERY AND LONG LEAD TIME ITEMS			
K. ANALYSIS OF PROJECT PHASING AND MULTIPLE PS&E PACKAGES			
L. DEVELOP DOCUMENT REVIEW AND NAMING CONVENTION STANDARDS			
L. QUESTION AND ANSWER SESSION			
PROGRESS MEETINGS			
A. CDOT/PM, C/PM, CM/GC/PM			
B. PROJECT MEETING MINUTES			

The managers and team members will meet periodically as required (typically at two-week intervals). These progress meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:

- Activities required to be complete since last meeting (Action Items)
- Problems and challenges encountered/anticipated and potential solutions
- Project Schedule Updates (Design and Construction)
- Action Items
- Coordination and communication required with:
  - Team Members
  - CDOT Specialty Units
  - Other

The CDOT/PM will provide meeting minutes that include details discussed, notes, and all action items relating to the meeting within one week of the meeting.

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
1. PROJECT DEVELOPMENT PROCESS			
Project Management			
The CDOT/PM will coordinate all the work tasks being accomplished by all parties to ensure project work completion stages are on schedule. The C/PM and CMGC/PM shall coordinate all the work tasks being accomplished by their respective teams to make sure project work completion stages are on schedule			
Communication and Consensus Building			
The CDOT/PM is responsible for the consensus building and facilitating the communication between all members of the project team. This does not dismiss the responsibility of all team members to communicate with the CDOT/PM and the CDOT Project Management Team when required.			
Weekly Update Newsletter			
The CDOT/PM will publish a weekly update newsletter to document the weekly or bi-weekly progress of the schedule, estimate, team meetings, action items, and pertinent information for the FHWA, CDOT management, and project team members.			
Maintain Updated Contact List			
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.			
2. MEETINGS			
• **Graphics support and presentations**			
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.			
• **Provide Local Office**			
The CDOT/PM will obtain and maintain an office within the project area to conduct small group meetings and provide displays/information to the public. This office may have work spaces for project team members, meeting rooms with graphics support and capacity for the entire team to attend. Additional offices or meeting spaces may be considered at the Project Workshop.			
• **PM Updates on Progress**			
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.			
• **Project Discussion**			
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 CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
2. PRELIMINARY DESIGN			
Preliminary Roadway, Geometric, Structural, Environmental, SWMP, etc. Design			
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
• Environmental - gathering data, analysis, and mitigation development			
• Environmental clearances			
• ROW, specialty, and local clearances			
• Hazardous material investigation			
• CDOT processes (forms, clearances)			
• Utility coordination			
• Conduct field survey of project area			
• Field and project research			
• Hazardous material investigation			
• Field survey and existing feature development			
• Construction requirements			
• Innovation development, proposal, and tracking			
• Check and field verify all applicable as-built plans			
• Provide construction plans, specifications, and estimates			
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			
• Develop and calculate quantities			
• Risk Register development			
• Initiate and Track DBE/ESB and Subcontractor Plan			
• Constructability reviews and reports			
• Construction Phasing Plan			
• Value Engineering proposals			

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

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

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

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

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

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

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
CAP Proposal and Negotiations			
Notify CDOT/PM at a point where CAP proposals can be sufficiently prepared.			
Supply cost model and assumptions to ICE and Engineer Estimate.			
Supply EBS to CM/GC Contractor.			
Prepare and submit early work or final construction CAP proposals.			
Procure independent cost estimate.			
Submit an electronic EBS to the CDOT/PM for each phase.			
Review the early work and final CAP proposals and compare to Engineer's Estimate and ICE.			
Negotiate final CAPs for each phase.			
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

STANDARD CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES AGREEMENT

EXHIBIT B.1

CONTRACTOR'S CERTIFICATE OF LIABILITY INSURANCE

STANDARD CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES AGREEMENT

EXHIBIT B.2

CONTRACTOR'S CERTIFICATION

I hereby certify:

a. That I am the _____ and a duly authorized representative of the firm of:
_____**;**
and

b. That the wage rates and other factual unit costs supporting the compensation to be paid by the State for these professional services are accurate, complete, and current; and

c. That I understand the original contract price and any additions shall be adjusted to exclude any significant sums by which the State determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs; and

d. That all such contract adjustments shall be made within one year following the end of this contract.

CONTRACTOR

_____
Signature

CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT

EXHIBIT C

CONTRACTOR'S CM/GC MANAGEMENT PRICE PERCENTAGE PROPOSAL (INCLUDING FORMS B-3 AND CM/GC MANAGEMENT PRICE PERCENTAGE REQUIRED INFORMATION, DATED)

<TEMPLATE>
CM/GC
Risk Register

For Projects:

XX XXXX-XXX - XXXX

XX/XX/XXXX

PROJECT TEAM

COLORADO DEPARTMENT OF TRANSPORTATION

<DESIGNER NAME>

<CMGC SERVICES NAME>

<COUNTY OR MUNICIPALITY>

Table of Contents

Section 1: Project Overview, Purpose, Procedure, Example 3

Section 2: Construction Phase Risk Categories and Definitions 4

Section 3: Risk Matrix.....12

Section 4: Agreement and Signature Page 15

Section 1: Project Overview, Purpose, Procedure, Example

a. Project Overview

<Enter a Full Project Description Here From the RFP and any changes added in the design phase>

b. Project Goals

The <Project Name or Description> Project has the following goals:

1. Goal 1
2. Goal 2
3. Goal 3
4. Goal 4
5. Goal 5
6. Goal 6
7. Goal 7
8. Goal 8

<*Note to Project Managers and CMGC Firms. Goals should be in order of importance and/or tiered if multiple goals hold the same level of importance.>

c. Purpose of the Risk Register

The purpose of the risk register is to define risks, document the risk register, and mitigate the risks, Mitigation can involve design changes, risk pools, owner accepted risk, contractor accepted risk, and avoidance of risk to eliminate or mitigate the risk. A risk management plan is a requirement that develops a standard but flexible and adaptable method to analyze risk during the different phases of project development.

The five steps in the risk analysis process:

1. Identify The Risk
2. Assess and Analyze the Risk
3. Mitigate and Plan for the Risk
4. Risk Allocation
5. Monitor and Control the Risk

These steps will be integrated into the risk matrix and into this risk register.

Each risk register will include the agreement of how CDOT and <CMGC Firm>, defined the risks, who will handle the risks, and how the risks will be paid for during construction.

This risk register includes the agreements between CDOT and <CMGC Firm>, about the risks for the construction package. The risk register is a contract

document that will be signed and agreed to by both parties so that miscommunications or debates during construction are limited.

d. Risk Register Procedure and Methodology

At the Shared Risk Pool Meeting on <Month, Day, Year>, <CMGC Firm>, <Design Firm> and CDOT agreed to the following steps for developing risk pools and the risk register for

1. Risks that need to be addressed by Minor Contractor Revisions (MCR) or CDOT Risk Pools, or Shared Risk Contingency Pools will be defined by <CMGC FIRM> and reviewed by CDOT, <Design Firm>, and the Independent Cost Estimator.

2. <CMGC FIRM> will submit drafts of the items including estimates for those items to be covered by MCRs, Overruns, and Shared Risk Contingency Pools for CDOT review and acceptance.

3. <CMGC FIRM> will submit drafts of the definitions for Shared Risk Contingency Pools for CDOT review and acceptance.

4. Once accepted, CDOT will add the items and definitions to the risk register for team review, acceptance, and signing.

5. Copies of the risk register and construction risk matrixes will be made available to the design team, CDOT, and the <CMGC FIRM> construction teams.

Section 2: Construction Phase Risk Categories and Definitions

a. Construction Package – XX XXXX-XXX

<u>Risk Pools and Agreements</u>
Construction Package risk was defined during the xx%, xx%, and xx% opinion of probable construction cost (OPCC) stages. <CMGC FIRM> and CDOT agreed that there are several shared risk opportunities that needed definition on construction package and are below in the Risk Definitions and Specifications section.

CDOT and <CMGC FIRM> agreed to the overrun items as defined in the Revision of Section 109 CMGC Force Accounts specification in the final construction PS&E set for the construction package. All other force account items are defined in this project special specification. All other items are paid for at unit prices up to but not to exceed the plan quantity amount.

CDOT and <CMGC FIRM> agreed to account for the following items as CDOT Risk Pool items if they occur in the field:

**** Note to Contractors and Project Managers: These items can be proposed by the Contractor, the Design Team, CDOT specialties, or CDOT Project Manager. Each one should be discussed at length for amounts and estimates. These items should be reasonable and close to totally out of the ability of the contractor to control. For example, Inclement Weather or scope growth by CDOT. Each one should have*

The following are from the Twin Tunnels are should be replaced with project specific risks and opportunities. Each item should list which pool, Incentive/Disincentive, MCR, or CDOT Risk Pool, the item will be paid out of.

1. Lane Closures in Inclement Weather - This item would be to cover standby equipment if shut down for extended period of time. This item will be covered by the CDOT Risk Pool F/A Item.

2. Scope Growth – This item is for any scope growth from CDOT decisions that change or grow the scope from the final construction PS&E set. This item will be covered by the CDOT MCR F/A Item

3. Boulders in Wall excavation – This Item would be covered by overrunning backhoe hours. This item will be covered by the CDOT Risk Pool F/A Item.

4. Rock Excavation – This will be covered for any rock excavation found on Construction Package 2 associated with wall or storm sewer construction. This item will be covered by the CDOT Risk Pool F/A Item.

5. Additional 2" Conduit Bore - This item is based on the possibility of doubling the quantity if obstructions are encountered or changing to open trench and additional asphalt patching that would be required and for payment of uncompleted bores to be paid the original bid unit pricing. This item will be covered by the CDOT Risk Pool F/A Item.

6. Additional Bench Required in TT3 – This item is to cover the potential for an additional bench required in TT3 ground class. In the event that the bench is required the additional work will paid from force account at the rate of $ 1,200.00/CY. This item will be covered by the CDOT Risk Pool F/A Item.

7. Unexpected Rock Conditions in Tunnel – This will be covered by changing the method of payment based on type of initial support that is required. In the event that appropriate bid items are not available it will be considered a differing site condition and performed in accordance with section 109. This item will be covered by the CDOT MCR F/A Item.

8. Groundwater Inflow – This item is for any additional handling of natural tunnel groundwater inflow in excess of that as indicated in the GBR. Inflow in excess will be considered paid at the agreed upon unit pricing for waste water treatment provided the increase is within the capacity of the existing treatment facilities. This item will be covered by the CDOT Risk Pool F/A Item.

9. Owner Directed or Third Party Directed Non Closures – This items is for delays to tunnel construction due to not being able to blast due to owner or other third party direction not allowing for highway or creek closures, it will cover standby equipment and labor costs if delays occur. The standby hourly cost is $3,500.00. This item will be covered by the CDOT Risk Pool F/A Item.

10. Overbreak/Voids over Existing Tunnel Liner – This item is to fill the overbreak or voids that may exist outside of the existing tunnel liner that is not in the control of the contractor. The additional volume excavation area will be paid the at the rock excavation unit price for class of rock. This area is defined as the area to the north of the centerline of the existing tunnel. This item will be measured and paid for at rates as described below. This item will be covered by the CDOT Risk Pool F/A Item and the Shared Risk Contingency Pool.

11. Remaining Support Material – This item is to cover additional support material that was directed to be purchased in the event rock conditions changed and were not utilized. This item will be compensated for at invoice cost of the remaining materials plus handling costs less salvage value or restocking fees. This is for all materials not include in previous LLTP. This item will be covered by the CDOT Risk Pool F/A Item.

12. Damage to Existing Structures: This item will be to cover the deductible losses for the builders risk policy if damage occurs to existing structures while work was performed within specified limits. This item will be covered by the CDOT Risk Pool F/A Item.

13. Removal of Asphalt Mat: This item is to cover removal of asphalt mat in excess of 8” thickness. The additional thickness of asphalt removal will be paid at the bid price divided by 8” thickness times actual thickness less 8” for each square yard the asphalt mat exceed 8”. In the event that the asphalt thickness is less than 8” the same logic will be utilized to determine a deduction. This item will be covered by the CDOT Risk Pool F/A Item.

14. Rock Excavation Dump Fee: This item is to cover the dump fee costs of the tunnel excavated rock. The dump fee will be paid at the invoice cost plus fee. This will be based on not separating any of the muck materials, if deemed more cost effective to separate this will be paid under FA within this item. This item will be covered by the CDOT Risk Pool F/A Item.

15. Impact Attenuator Damage: This item is to cover repair cost of the impact attenuators if hit by third party driver. This item will be performed via force account. This item will be covered by the CDOT Risk Pool F/A Item.

<CMGC FIRM> submitted ballpark pricing for these items. CDOT reviewed the and accounted for them in the **CDOT Risk Pool F/A Item.**

Risks Definitions and Specifications:

**** Note to Contractors and Project Managers: These are the defined Shared Risk Contingency items. The typical process is the contractor submits proposals for these items. The CDOT project management team and the ICE will review these items with FHWA (if required) and then approved. Once all items are agreed to in the Risk Register, a CDOT and Contractor signing authority will sign the bottom of this document. It will be distributed to the construction teams and put into the project file.*

The following are examples to follow and should be deleted. Risk Register specifications should be written by the contractor or project team specific to each project.

The project team has developed the following risk definitions or specifications for the **Shared Risk Contingency Pool F/A item.** These pools dictate the amount of sharing and the money for each item that follows:

REVISION OF SECTION 211A
UNDERGROUND EXCAVATION AND INITIAL SUPPORT

Section 211A of the Project Special Provisions is hereby revised as follows:

Add the following to 211A.30:

The unit price of rock excavation shall be full compensation for making all excavations to the excavation line as indicated in the plans including; drilling, blasting, hauling excavated and for furnishing all tools, labor, equipment, and incidentals necessary to complete the work.

The contract unit price per cubic yard of rock excavation shall be payment as described above up to the original plan quantity of each type of rock excavation.

Payment will be made under:

Pay Item	Pay Unit
Rock Excavation (TTP)	Cubic Yard
Rock Excavation (TT1)	Cubic Yard
Rock Excavation (TT2)	Cubic Yard
Rock Excavation (TT2S)	Cubic Yard
Rock Excavation (TT3)	Cubic Yard

Additional rock excavation in area of tunnel expansion, from centerline of existing tunnel to south, shall be compensated through a risk pool as established in (a) below.

Neat Volume, as referenced below, shall be defined as the volume of excavation from the interior surface of the final concrete liner to theoretical inside of initial support materials as indicated in the plans with adjustment for theoretical thickness of initial support materials.

Actual Volume, as referenced below, shall be defined as volume of excavation from the interior surface of the final concrete liner to the actual inside of the initial support materials as determined through scan of tunnel after excavation is complete and prior to installation of final tunnel liner with adjustment for thickness of initial support materials.

(a) The following shared risk pool (rock excavation risk pool) has been established as compensation in the event that the actual volume is greater than the neat volume as described above. The basis of volume shall be cumulative over the length of the tunnel. The shared risk pool will be based on an 18" overbreak in this area. In the event that the total shared risk pool is not utilized the savings will be shared between contractor and the owner based on percentages below.

Shared Risk Contingency Pool:

Cost/Cubic Yard	Total Additional Cubic Yards	Total Risk Pool	Contractor's Share	Owner's Share
$70.00	2,500	$175,000	50%	50%

(b) In the event that the actual excavation exceeds that as specified above the same unit rate shall apply.

REVISION OF SECTION 601A
FINAL LINING

Section 601A of the Project Special Provision is hereby revised as follows:

Add the following to 601A.21:

The contract unit price for Final Lining Concrete will be full compensation for all formwork, installation of concrete, contact grouting pipes, contact grout and all other work and materials necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Final Lining Concrete Wall and Arch	Cubic Yard

Additional final lining concrete walls and arch shall be compensated through a risk pool as established in (c) below.

Neat Volume, as referenced below, shall be defined as the volume of excavation from the interior surface of the final concrete liner to theoretical inside of initial support materials as indicated in the plans.

Actual Volume, as referenced below, shall be defined as volume of excavation from the interior surface of the final concrete liner to the actual inside of the initial support materials as determined through scan of tunnel after excavation is complete and prior to installation of final tunnel liner.

(c) The following shared risk pool (Final tunnel concrete wall and arch risk pool) has been established as compensation in the event that the actual volume is greater than the neat volume as described above. The basis of volume shall be cumulative over the length of the tunnel. In the event

that the total shared risk pool is not utilized the savings will be shared between contractor and the owner based on percentages below

Shared Risk Contingency Pool:

Cost/Cubic Yard	Total Additional Cubic Yards	Total Risk Pool	Contractor's Share	Owner's Share
$210.00	2500	$525,000	50%	50%

(d) In the event that the actual additional concrete exceeds that as specified above the same unit rate shall apply.

REVISION OF SECTION 641
TUNNEL SHOTCRETE

Section 641A of the Project Special Provision is hereby revised as follows:

Add the following to 641A.14:

Additional Shotcrete for initial support shall be compensated through a shared risk pool as established in (e) below for structural shotcrete.

(e) The following shared risk pool (Shotcrete) has been established as compensation in the event that the actual volume of shotcrete to reach required thickness is increased due to irregularities in the excavated surface. The quantity will be measured based delivered quantity of shotcrete as defined in revision to section 641 in the special provisions. The basis of volume shall be cumulative over the length of the tunnel. In the event that the total shared risk pool is not utilized the savings will be shared between contractor and the owner based on percentages below

Shared Risk Contingency Pool:

Cost/Cubic Yard	Total Additional Cubic Yards	Total Risk Pool	Contractor's Share	Owner's Share
$700.00	350	$245,000	50%	50%

(f) In the event that the actual volume exceeds that that is indicate in (e) above the same unit rates shall apply.

REVISION OF SECTION 601A
FINAL LINING – CONCRETE FOOTINGS

Section 601A of the Project Special Provision is hereby revised as follows:

Add the following to 601A.21:

The contract unit price for Final Lining Concrete Footings will be full compensation for all formwork, installation of concrete and all other work and materials necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Final Lining Concrete Footings	Cubic Yard

Additional final lining concrete footings shall be compensated through a risk pool as established in (g) below.

Neat Volume, as referenced below, shall be defined as the volume of concrete to the planned bottom of footing elevation and to theoretical initial tunnel support line.

Actual Volume, as referenced below, shall be defined as measured volume of the footing to the actual bedrock surface at the base of the footing and the actual initial tunnel support.

(g) The following shared risk pool (Final tunnel concrete footing) has been established as compensation in the event that the actual volume is greater than the neat volume as described above. The basis of volume shall be cumulative over the length of the tunnel and is assumed to be an average of 1' additional thickness. In the event that the total shared risk pool is not utilized the savings will be shared between contractor and the owner based on percentages below

Shared Risk Contingency Pool:

Cost/Cubic Yard	Total Additional Cubic Yards	Total Risk Pool	Contractor's Share	Owner's Share
$210.00	230cy	$48,300	50%	50%

(h) In the event that the actual excavation exceeds that as specified above the same unit rate shall apply.

REVISION OF SECTION 211A
UNDERGROUND EXCAVATION AND INITIAL SUPPORT

Section 211A of the Project Special Provisions is hereby revised as follows:

Add the following to 211A.30:

The unit price of rock excavation shall be full compensation for making all excavations to the excavation line as indicated in the plans including; drilling, blasting, hauling of excavated and for furnishing all tools, labor, equipment, and incidentals necessary to complete the work.

The contract unit price per cubic yard of rock excavation shall be payment as described above up to the original plan quantity of each type of rock excavation.

Payment will be made under:

Pay Item	**Pay Unit**
Rock Excavation (Invert)	Cubic Yard

Additional rock excavation in area of tunnel expansion located at the new tunnel footings shall be compensated through a risk pool as established in (a) below.

Neat Volume, as referenced below, shall be defined as the volume of excavation from the interior surface of the concrete footing to theoretical inside of initial support materials as indicated in the plans and based on plan thickness of the tunnel footings.

Actual Volume, as referenced below, shall be defined as volume of excavation from the interior surface of the concrete footing to the actual inside of the initial support materials and from the top elevation of the footing to actual excavated surface of the concrete footing.

(i) The following shared risk pool (rock excavation invert) has been established as compensation in the event that the actual volume is greater than the neat volume as described above. The basis of volume shall be cumulative over the length of the tunnel and is assumed to be and average of 1' additional excavation. In the event that the total shared risk pool is not utilized the savings will be shared between contractor and the owner based on percentages below

Shared Risk Contingency Pool:

Cost/Cubic Yard	Total Additional Cubic Yards	Total Risk Pool	Contractor's Share	Owner's Share
$40.00	230	$9,200	50%	50%

(j) In the event that the actual excavation exceeds that as specified above the same unit rate shall apply.

Section 3: Risk Matrix

Risk #	Identified Risk	Risk LeveL	Potential Cost Impacts	Potential Schedule Impacts	Approach to Minimize Risk	Responsible Party(ies)	Result of Risk Mitigation
1							
2							
3							
4							
5							
6							
7							
8							
9							

10							
11							
12							
13							
14							
15							
16							
17							

18							
19							
20							
21							
22							
23							

Section 4: Agreement and Signature Page

By signing this page, CDOT and <Full Name of Contractor> agree to the definitions and agreements in this Risk Register.

_____	_____
<NAME>, Project Manager	Date
_____	_____
<Name>, <CMGC FIRM> Project Manager	Date

LEVEL 1 - RISK REGISTER				Project Name: Example Project					Project Number:	XX-XXXX
Risk Identification				Risk Assessment			Risk Response		Allocation	
Status	ID #	Type	Identified Risk	Potential Cost Impact	Potential Schedule Impact	Risk Level	Strategy	Response Actions	Risk Owner	Updated
Active	10	Threat	Survey File	Inaccuracies or incomplete information in the survey file could lead to rework of the design.		Medium	Mitigate	Verify that the survey file is accurate and complete	CDOT	10/12/2012
Active	11	Threat	Lane Closure in Inclement Weather	May be additional cost for construction equipment to support maintenance efforts.	If not able to close for blasting operations, will affect the schedule critical path	Medium	Accept	Coordinate with CDOT maintenance to work within possible closures, incorporate flexibility into lane closure strategy.	CDOT	11/23/2012
Active	12	Threat	Delay of ROW Acquisition	Delayed start of construction may increase costs due to price escalation	Due to the large number of parcels and businesses, may have to use the condemnation process to acquire ROW, which could delay start of construction by up to one year.	High	Accept	CDOT and Design Consultant to identify needed ROW early in design process. Project team to review potential construction phasing to allow project to proceed in phased approach	CDOT	11/23/2012
Active	13	Threat	Rock Joint Pattern Resulting in Excessive Over Break	Increased cost for concrete, excavation and shotcrete overruns	Additional time to construct and remove materials	High	Mitigate	Monitor during blasting to make adjustments to minimize as excavation proceeds, determine accepted amount of overbreak in CAP, consider risk pool	SHARED	12/2/2012
Active	14	Threat	Dry Utility Relocation Delays	Project delays may impact project cost if critical project elements cannot proceed and demobilization occurs	Utility conflicts may result in demobilization until resolved by third party utility owner	Medium	Mitigate	Identify flexibility in schedule to allow construction to proceed. Understand all required utility relocation during design phase and monitor utility relocations	CDOT	11/24/2012
Active	15	Threat	Nesting birds	Nesting birds, protected from harassment under the Migratory Bird Treaty Act, may delay construction during the nesting season.		Low	Mitigate	Schedule contract work to avoid the nesting season or remove nesting habitat before starting work.	CONTRACTOR	11/24/2012
Active	16	Threat	Increased Drilled Shaft Length	Increased cost for additional drilled shaft length	Increased schedule to perform additional drilling	Low	Mitigate	Review geotechnical information and obtain additional borings if necessary.	CDOT	11/24/2012

LEVEL 2 - RISK REGISTER **Project Name: Example Project** **Project Number: XX-XXXX**

Risk Identification				Risk Assessment						Risk Response		Allocation			Monitor & Control	
Status	ID #	Type	Identified Risk	Potential Cost Impact	Potential Schedule Impact	Probability	Schedule Impact (days)	Cost Impact	Factored Cost	Strategy	Response Actions	Risk Owner	CDOT Risk Pool	Shared Risk Pool	Interval or Milestone Check	Status and Review Comments
Active	10	Threat	Survey File	Inaccuracies or incomplete information in the survey file could lead to rework of the design.		20%	10	$ 20,000.00	$ 4,000.00	Mitigate	Verify that the survey file is accurate and complete	CDOT	$ 4,000.00		Following completion of design survey	
Active	11	Threat	Lane Closure in Inclement Weather	May be additional cost for construction equipment to support maintenance efforts.	If not able to close for blasting operations, will affect the schedule critical path	30%	20	$ 50,000.00	$ 15,000.00	Accept	Coordinate with CDOT maintenance to work within possible closures, incorporate flexibility into lane closure strategy.	CDOT	$ 15,000.00		Monitor daily during construction	
Active	12	Threat	Delay of ROW Acquisition	Delayed start of construction may increase costs due to price escalation	Due to the large number of parcels and businesses, may have to use the condemnation process to acquire ROW, which could delay start of construction by up to one year.	60%	160	$ 250,000.00	$ 150,000.00	Accept	CDOT and Design Consultant to identify needed ROW early in design process. Project team to review potential construction phasing to allow project to proceed in phased approach.	CDOT	$ 150,000.00		Review monthly during design until secured	
Active	13	Threat	Rock Joint Pattern Resulting in Excessive Over Break	Increased cost for concrete, excavation and shotcrete overruns	Additional time to construct and remove materials	40%	15	$ 245,000.00	$ 98,000.00	Accept	Monitor during blasting to make adjustments to minimize as excavation proceeds, determine accepted amount of overbreak in CAP. Establish Shared Risk Pool and specification.	SHARED		$ 245,000.00	Monitor daily during blasting operations	
Active	14	Threat	Dry Utility Relocation Delays	Project delays may impact project cost if critical project elements cannot proceed and demobilization occurs	Utility conflicts may result in demobilization until resolved by third party utility owner	30%	30	$ 40,000.00	$ 12,000.00	Avoid	Identify flexibility in schedule to allow construction to proceed. Understand all required utility relocation during design phase and monitor utility relocations	CDOT	$ 12,000.00		Review monthly during design and weekly during construction	
Active	15	Threat	Nesting birds	Nesting birds, protected from harassment under the Migratory Bird Treaty Act, may delay construction during the nesting season.		20%	40		$ -	Mitigate	Schedule contract work to avoid the nesting season or remove nesting habitat before starting work.	CONTRACTOR			Monitor weekly to ensure habitat remains mitigated	
Active	16	Threat	Increased Drilled Shaft Length	Increased cost for additional drilled shaft length	Increased schedule to perform additional drilling	10%	10	$ 25,000.00	$ 2,500.00	Mitigate	Review geotechnical information and obtain additional borings if necessary. Overrun to be paid by CDOT Risk Pool	CDOT	$ 15,000.00		Review following geotechnical investigation. Monitor daily during Construction	

				ROADWAY	TUNNEL	PROJECT TOTAL	Contractor Unit Price	Contractor CAP	% Difference	$ Difference	ICE Unit Price	ICE Estimate	Item %	Major Item		
200	ITEM NO.	ITEM	UNIT	ROADWAY	TUNNEL	PROJECT TOTAL	KOJV Unit Price	KOJV CAP	% Difference	$ Difference	ICE Unit Price	ICE Estimate				
200	201-00000	CLEARING AND GRUBBING	LS	1.0		1.0	$11,065.99	$11,065.99			$ 4,905.78	$ 4,905.78	0.03%	N		
200	202-00010	REMOVAL OF TREE	EACH	15.0		15.0	$497.97	$7,469.55			$ 495.41	$ 7,431.15	0.02%			
200	202-00019	REMOVAL OF INLET	EACH	1.0		1.0	$636.30	$636.30			$ 534.75	$ 534.75	0.00%			
200	202-00035	REMOVAL OF PIPE	LF	172.0		172.0	$23.70	$4,076.40			$ 17.60	$ 3,027.20	0.01%			
200	202-00090	REMOVAL OF DELINEATOR	EACH	38.0		38.0	$5.59	$212.42			$ 5.50	$ 209.00	0.00%			
200	202-00220	REMOVAL OF ASPHALT MAT	SY	13796.0		13796.0	$8.29	$114,368.84			$ 6.94	$ 95,744.24	0.27%			
200	202-00220	REMOVAL OF ASPHALT MAT (PLANING)	SY	6271.0		6271.0	$10.01	$62,772.71			$ 3.19	$ 20,004.49	0.15%	N	24 inches - could be	
200	202-00250	REMOVAL OF PAVEMENT MARKING	SF	42775.0		42775.0	$1.11	$47,480.25			$ 1.98	$ 84,694.50	0.11%	N	no low quote - marko	
300	202-00440	REMOVAL OF EXISTING TUNNEL LINER	LF		675.0	675.0	$932.89	$629,700.75			$ 866.76	$ 585,063.00	1.50%			
200	202-00495	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	LS	1.0		1.0	$30,832.15	$30,832.15			$ 10,873.34	$ 10,873.34	0.07%	N	might be high? Reason for	
300	202-00500	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	EACH		2.0	2.0	$107,128.27	$214,256.54			$ 113,898.90	$ 227,797.80	0.51%			
200	202-00700	REMOVAL OF LIGHT STANDARD	EACH	54.0		54.0	$766.84	$41,409.36			$ 770.63	$ 41,614.02	0.10%			
300	202-00725	REMOVAL OF EXISTING LIGHTING SYSTEM	LS		1.0	1.0	$27,386.94	$27,386.94			$ 27,522.50	$ 27,522.50	0.07%			
200	202-00810	REMOVAL OF GROUND SIGN	EACH	14.0		14.0	$542.21	$7,590.94			$ 533.94	$ 7,475.16	0.02%			
200	202-00895	REMOVAL OF IMPACT ATTENUATOR	EACH	2.0		2.0	$846.94	$1,693.88			$ 1,213.51	$ 2,427.02	0.00%			
200	202-01035	REMOVAL OF GATE	EACH	1.0		1.0	$165.99	$165.99			$ 165.14	$ 165.14	0.00%			
200	202-01130	REMOVAL OF GUARDRAIL TYPE 3	LF	3869.0		3869.0	$2.66	$10,291.54			$ 2.47	$ 9,556.43	0.02%			
200	202-01170	REMOVAL OF GUARDRAIL TYPE 7	LF	416.0		416.0	$22.13	$9,206.08			$ 9.60	$ 3,993.60	0.02%			
200	202-01300	REMOVAL OF END ANCHORAGE	EACH	1.0		1.0	$211.80	$211.80			$ 211.05	$ 211.05	0.00%			
200	202-01017	REMOVAL OF WIRE MESH	SF	53000.0		53000.0	$0.74	$39,220.00			$ 0.56	$ 29,680.00	0.09%			
200	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	6470.0		6470.0	$27.66	$178,960.20			$ 22.07	$ 142,792.90	0.43%			
200	203-00400	ROCK EXCAVATION	CY	44290.0	1909.0	46199.0	$97.82	$4,519,186.18			$ 101.34	$ 4,681,806.66	10.76%	Y		
200	203-00592	ROCK STAINING	SF	100.0		100.0	$109.00	$10,900.00			$ 7.71	$ 771.00	0.03%	N	SY and/or SF price - misquote?	
200	203-00599	ROCK SCALER	HOUR	160.0		160.0	$132.98	$21,276.80			$ 104.59	$ 16,734.40	0.05%			
200	203-01500	BLADING	HOUR	10.0		10.0	$138.32	$1,383.20			$ 140.28	$ 1,402.80	0.00%			
200	203-01510	BACKHOE	HOUR	50.0		50.0	$165.99	$8,299.50			$ 130.18	$ 6,509.00	0.02%			
200	203-01550	DOZING	HOUR	20.0		20.0	$165.99	$3,319.80			$ 143.81	$ 2,876.20	0.01%			
200	203-01582	TRUCK (DUMP)	HOUR	80.0		80.0	$110.66	$8,852.80			$ 110.09	$ 8,807.20	0.02%			
200	203-01594	COMBINATION LOADER	HOUR	20.0		20.0	$121.73	$2,434.60			$ 83.95	$ 1,679.00	0.01%			
200	203-01597	POTHOLING	HOUR	40.0		40.0	$268.39	$10,735.60			$ 200.02	$ 8,000.80	0.03%			
200	203-02330	LABORER	HOUR	40.0		40.0	$49.05	$1,962.00			$ 35.13	$ 1,405.20	0.00%			
300	206-00000	STRUCTURE EXCAVATION	CY		39.0	39.0	$54.50	$2,125.50			$ 26.16	$ 1,020.24	0.01%			
300	206-00010	STRUCTURE BACKFILL (SPECIAL)	CY		67.0	67.0	$109.00	$7,303.00			$ 62.98	$ 4,219.66	0.02%			
200	206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	145.0	11.0	156.0	$54.50	$8,502.00			$ 36.84	$ 5,747.04	0.02%			
300	206-00200	STRUCTURE BACKFILL (CLASS 2)	CY		6.0	6.0	$54.50	$327.00			$ 108.53	$ 651.18	0.00%			
200	208-00002	EROSION LOG (12 INCH)	LF	500.0		500.0	$9.02	$4,510.00			$ 6.71	$ 3,355.00	0.01%			
200	208-00015	SAND BAG	EACH	200.0		200.0	$4.79	$958.00			$ 27.52	$ 5,504.00	0.00%			
200	208-00035	AGGREGATE BAG	LF	2500.0		2500.0	$5.64	$14,100.00			$ 6.00	$ 15,000.00	0.03%			
200	208-00040	CHECK DAM	EACH	1.0		1.0	$1,011.35	$1,011.35			$ 381.40	$ 381.40	0.00%			
200	208-00045	CONCRETE WASHOUT STRUCTURE	EACH	2.0		2.0	$1,604.26	$3,208.52			$ 953.58	$ 1,907.16	0.01%			
200	208-00070	VEHICLE TRACKING PAD	EACH	4.0		4.0	$1,659.90	$6,639.60			$ 2,434.25	$ 9,737.00	0.02%			
200	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOUR	80.0		80.0	$47.42	$3,793.60			$ 35.13	$ 2,810.40	0.01%			
200	208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HOUR	60.0		60.0	$87.96	$5,277.60			$ 83.95	$ 5,037.00	0.01%			
200	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOUR	120.0		120.0	$166.23	$19,947.60			$ 148.62	$ 17,834.40	0.05%			
200	208-00107	REMOVAL OF TRASH	HOUR	40.0		40.0	$44.26	$1,770.40			$ 40.93	$ 1,637.20	0.00%			
200	208-00206	EROSION CONTROL SUPERVISOR	DAY	180.0		180.0	$205.62	$37,011.60			$ 178.65	$ 32,157.00	0.09%			
300	209-00300	WATER TREATMENT PROCESSING (TUNNEL)	MGAL		500.0	500.0	$53.25	$26,625.00			$ 31.30	$ 15,650.00	0.06%			
200	210-00475	RESET CCTV CAMERA	EACH	2.0		2.0	$832.56	$1,665.12			$ 836.68	$ 1,673.36	0.00%			
200	210-00750	RESET LIGHT STANDARD	EACH	9.0		9.0	$2,848.25	$25,634.25			$ 2,862.34	$ 25,761.06	0.06%			
200	210-00810	RESET GROUND SIGN	EACH	7.0		7.0	$2,060.22	$14,421.54			$ 418.34	$ 2,928.38	0.03%	N	2 big sign foundations	
300	210-04015	MODIFY MANHOLE	EACH		1.0	1.0	$1,106.60	$1,106.60			$ 1,532.25	$ 1,532.25	0.00%	N	skip	
200	210-04020	MODIFY INLET	EACH	6.0		6.0	$912.94	$5,477.64			$ 1,376.10	$ 8,256.60	0.01%	N	skip	
300	211-00007	MINE STRAP	EACH		180.0	180.0	$250.59	$45,106.20			$ 293.26	$ 52,786.80	0.11%			
300	211-00010	ROCK EXCAVATION (CLASS A)	CY		1092.0	1092.0	$273.17	$298,301.64			$ 358.75	$ 391,755.00	0.71%			
300	211-00011	ROCK EXCAVATION (CLASS B)	CY		8953.0	8953.0	$177.43	$1,588,530.79			$ 182.85	$ 1,637,056.05	3.78%			
300	211-00012	ROCK EXCAVATION (CLASS C)	CY		2512.0	2512.0	$220.73	$554,473.76			$ 181.46	$ 455,827.52	1.32%			
300	211-00014	ROCK EXCAVATION (CLASS E)	CY		2184.0	2184.0	$261.04	$570,111.36			$ 240.87	$ 526,060.08	1.36%			
300	211-00015	ROCK EXCAVATION (CLASS F)	CY		6692.0	6692.0	$130.34	$872,235.28			$ 152.11	$ 1,017,920.12	2.08%			
300	211-00972	SPILE #9 X 15 FT GRADE 60 DOWEL, GROUTED	EACH		273.0	273.0	$521.33	$142,323.09			$ 394.72	$ 107,758.56	0.34%			
300	211-00981	SPILE #11 X 20 FT, GRADE 60 GROUTED	EACH		33.0	33.0	$1,594.57	$52,620.81			$ 685.71	$ 22,628.43	0.13%	N	why 3 fold	
300	211-00974	ARCH #9 X 15 FT GRADE 75 DOWEL, GROUTED	EACH		1350.0	1350.0	$460.12	$621,162.00			$ 457.58	$ 617,733.00	1.48%		explaination	
300	211-00976	SIDEWALL #9 X 15 FT GRADE 75 DOWEL, GROUTED	EACH		277.0	277.0	$317.70	$88,002.90			$ 416.45	$ 115,356.65	0.21%			
300	211-00978	PILLAR #9 X 15 FT, GRADE 75 DOWEL, GROUTED	EACH		305.0	305.0	$519.81	$158,542.05			$ 416.45	$ 127,017.25	0.38%			
300	211-00988	PORTAL PROTECTION CANOPY (FURNISH AND INSTALL)	EACH		2.0	2.0	$256,769.81	$513,539.62			$ 201,207.01	$ 402,414.02	1.22%	Y	rices include rock cut redesign and constructonm	
200	211-01111	ROCK REINFORCEMENT (DOWELS)	LF	1885.0		1885.0	$103.28	$194,682.80			$ 119.29	$ 224,861.65	0.46%			

				ROADWAY	TUNNEL	PROJECT TOTAL	Contractor Unit Price	Contractor CAP	% Difference	$ Difference	ICE Unit Price	ICE Estimate	Item %	Major Item		
200	ITEM NO.	ITEM	UNIT	ROADWAY	TUNNEL	PROJECT TOTAL	KOJV Unit Price	KOJV CAP	% Difference	$ Difference	ICE Unit Price	ICE Estimate				
200	211-01115	ROCK REINFORCEMENT (NUMBER 10)	LF	275.0		275.0	$138.87	$38,189.25			$ 143.91	$ 39,575.25	0.09%			
200	211-01250	ROCK BOLT	LF	825.0		825.0	$149.11	$123,015.75			$ 165.21	$ 136,298.25	0.29%			
300	**211-01190**	**OPTICAL SURVEY TARGETS**	**EACH**		**50.0**	**50.0**	**$514.38**	**$25,719.00**			**$ 174.21**	**$ 8,710.50**	**0.06%**	**N**	material costs low	
200	212-00005	SEEDING (NATIVE)	ACRE	1.5		1.5	$1,098.88	$1,648.32			$ 880.72	$ 1,321.08	0.00%			
200	212-00032	SOIL CONDITIONING	ACRE	1.5		1.5	$3,606.59	$5,409.89			$ 2,752.25	$ 4,128.38	0.01%			
200	**213-00150**	**BONDED FIBER MATRIX**	**ACRE**	**0.5**		**0.5**	**$3,279.74**	**$1,639.87**			**$ 1,100.90**	**$ 550.45**	**0.00%**	**N**	landscape - no good quote, plug quote	
200	217-00000	HERBICIDE TREATMENT	HOUR	40.0		40.0	$92.65	$3,706.00			$ 99.08	$ 3,963.20	0.01%			
200	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	3737.0		3737.0	$18.26	$68,237.62			$ 19.04	$ 71,152.48	0.16%			
200	304-09000	AGGREGATE BASE COURSE (SPECIAL)	CY	656.0		656.0	$55.33	$36,296.48			$ 53.85	$ 35,325.60	0.09%			
200	304-09014	AGGREGATE BASE COURSE (SPECIAL)	TON	160.0	3145.0	3305.0	$32.09	$106,057.45			$ 29.57	$ 97,728.85	0.25%		$ 42,012,405.56	
300	309-10600	LEAN CONCRETE BASE (6 INCH)	SY		4876.0	4876.0	$50.55	$246,481.80			$ 45.67	$ 222,686.92	0.59%			
200	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	61.0		61.0	$164.32	$10,023.52			$ 165.14	$ 10,073.54	0.02%		$ 1,995,000.00	
200	403-34721	HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28)	TON	6024.0		6024.0	$73.40	$442,161.60			$ 73.76	$ 444,330.24	1.05%		44007405.6	
200	403-34851	HOT MIX ASPHALT (GRADING SX) (100) (PG 64-28)	TON	2448.0		2448.0	$88.74	$217,235.52			$ 89.17	$ 218,288.16	0.52%		44007405.56	
200	411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GAL	2102.0		2102.0	$5.48	$11,518.96			$ 5.50	$ 11,561.00	0.03%			
300	412-01250	CONCRETE PAVEMENT (12- 1 /2 INCH)	SY		5425.0	5425.0	$93.98	$509,841.50			$ 90.27	$ 489,714.75	1.21%			
300	509-20001	STEEL SETS (INSTALL ONLY)	EACH		30.0	30.0	$14,211.41	$426,342.30			$ 9,752.96	$ 292,588.80	1.01%			
200	514-00000	PIPE RAILING	LF	24.0		24.0	$208.57	$5,005.68			$ 189.63	$ 4,551.12	0.01%			
300	515-00400	CONCRETE SEALER	SY		3444.0	3444.0	$13.01	$44,806.44			$ 13.55	$ 46,666.20	0.11%			
200	601-03050	CONCRETE CLASS D (CONCRETE BOX CULVERT)	CY	41.0		41.0	$1,093.51	$44,833.91			$ 1,124.54	$ 46,106.14	0.11%			
300	601-03050	CONCRETE CLASS D (WALL)	CY		513.0	513.0	$866.69	$444,611.97			$ 903.13	$ 463,305.69	1.06%			
300	601-13000	FINAL LINING CONCRETE (PORTALS)	CY		1450.0	1450.0	$1,078.28	$1,563,506.00			$ 1,091.71	$ 1,582,979.50	3.72%			
300	601-13001	STRUCTURAL CONCRETE STAIN (SPECIAL)	SY		1722.0	1722.0	$20.24	$34,853.28			$ 19.16	$ 32,993.52	0.08%			
300	601-13002	FINAL LINING CONCRETE FOOTING	CY		387.0	387.0	$660.47	$255,601.89			$ 621.91	$ 240,679.17	0.61%			
300	**601-13003**	**FINAL LINING CONCRETE WALLS AND ARCH**	**CY**		**5199.0**	**5199.0**	**$733.38**	**$3,812,842.62**			**$ 659.90**	**$ 3,430,820.10**	**9.08%**	**Y**	assumptions from kojv	
200	601-40300	STRUCTURAL CONCRETE COATING	SY	25.0	1981.0	2006.0	$10.01	$20,080.06			$ 9.91	$ 19,879.46	0.05%			
300	601-06405	CONTACT GROUTING	CY		210.0	210.0	$521.83	$109,584.30			$ 602.19	$ 126,459.90	0.26%			
200	**602-00020**	**REINFORCING STEEL (EPOXY COATED)**	**LB**	**8763.0**	**377059.0**	**385822.0**	**$1.49**	**$574,874.78**			**$ 1.22**	**$ 470,702.84**	**1.37%**	**Y**	ote - sub quote, support time, dowels, couplers	
300	602-00026	REINFORCING STEEL (FINAL LINING) (FOOTING) (EPOXY COATE	LB		120135.0	120135.0	$1.34	$160,980.90			$ 1.22	$ 146,564.70	0.38%			
300	602-00027	REINFORCING STEEL (FINAL LINING) (WALLS AND ARCH)	LB		361305.0	361305.0	$1.32	$476,922.60			$ 1.16	$ 419,113.80	1.14%			
300	602-00028	REINFORCING STEEL (FINAL LINING) (WALLS AND ARCH) (EPOX	LB		361305.0	361305.0	$1.37	$494,987.85			$ 1.30	$ 469,696.50	1.18%			
300	602-00210	WELDED WIRE FABRIC	SY		2933.0	2933.0	$90.04	$264,087.32			$ 83.84	$ 245,902.72	0.63%			
200	603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	93.0		93.0	$110.66	$10,291.38			$ 92.18	$ 8,572.74	0.02%			
200	603-01365	36 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	142.0		142.0	$143.86	$20,428.12			$ 120.80	$ 17,153.60	0.05%			
300	603-50008	8 INCH PLASTIC PIPE	LF		115.0	115.0	$50.90	$5,853.50			$ 34.43	$ 3,959.45	0.01%			
200	604-00505	INLET TYPE D (5 FOOT)	EACH	1.0		1.0	$4,094.42	$4,094.42			$ 4,088.14	$ 4,088.14	0.01%			
200	604-00510	INLET TYPE D (10 FOOT)	EACH	1.0		1.0	$5,201.01	$5,201.01			$ 4,664.34	$ 4,664.34	0.01%			
300	604-39000	MANHOLE SPECIAL	EACH		1.0	1.0	$3,873.10	$3,873.10			$ 3,577.93	$ 3,577.93	0.01%			
300	605-00061	6 INCH PERFORATED PIPE UNDERDRAIN (SPECIAL)	LF		905.0	905.0	$50.10	$45,340.50			$ 30.79	$ 27,864.95	0.11%			
200	605-83002	GEOCOMPOSITE DRAIN WITH PIPE	SY	7.0	1812.0	1819.0	$14.39	$26,175.41			$ 17.31	$ 31,486.89	0.06%			
300	605-83501	GEOCOMPOSITE DRAIN (TUNNEL)	SY		3486.0	3486.0	$67.53	$235,409.58			$ 62.23	$ 216,933.78	0.56%			
300	605-83505	FORMATION DRAIN	LF		1410.0	1410.0	$13.10	$18,471.00			$ 29.62	$ 41,764.20	0.04%			
200	606-00305	GUARDRAIL TYPE 3 (SPECIAL)	LF	2340.0		2340.0	$26.73	$62,548.20			$ 26.91	$ 62,969.40	0.15%			
200	606-00710	GUARDRAIL TYPE 7 (STYLE CA)	LF	2409.0		2409.0	$61.69	$148,611.21			$ 58.60	$ 141,167.40	0.35%			
300	606-00731	GUARDRAIL TYPE 7 (STYLE CD) (SPECIAL)	LF		1942.0	1942.0	$78.58	$152,602.36			$ 58.18	$ 112,985.56	0.36%			
200	606-00741	GUARDRAIL TYPE 7 (STYLE CE) (SPECIAL)	LF	529.0		529.0	$88.43	$46,779.47			$ 82.19	$ 43,478.51	0.11%			
200	606-01371	TRANSITION TYPE 3G (SPECIAL)	EACH	2.0		2.0	$3,634.06	$7,268.12			$ 3,606.83	$ 7,213.66	0.02%			
200	606-01381	TRANSITION TYPE 3H (SPECIAL)	EACH	2.0		2.0	$2,975.30	$5,950.60			$ 2,954.27	$ 5,908.54	0.01%			
200	606-99999	GUARDRAIL TYPE 7 (PRECAST)	LF	1214.0		1214.0	$66.93	$81,253.02			$ 54.70	$ 66,405.80	0.19%			
200	606-02007	END ANCHORAGE (FLARED)(SPECIAL)	EACH	1.0		1.0	$2,087.76	$2,087.76			$ 2,078.50	$ 2,078.50	0.00%			
200	607-11350	FENCE DEER	LF	10.0		10.0	$98.93	$989.30			$ 98.48	$ 984.80	0.00%			
200	607-11581	FENCE (TEMPORARY)(SPECIAL)	LF	1965.0		1965.0	$50.15	$98,544.75			$ 56.42	$ 110,865.30	0.23%			
200	607-55050	MESH ANCHOR (SPECIAL)	EA	40.0		40.0	$1,393.02	$55,720.80			$ 963.06	$ 38,522.40	0.13%			
200	607-55100	WIRE MESH	SF	56880.0		56880.0	$3.49	$198,511.20			$ 3.90	$ 221,832.00	0.47%			
200	612-00260	LOCATION MARKER (FIBER OPTIC)(DOME)	EACH	2.0		2.0	$164.33	$328.66			$ 165.14	$ 330.28	0.00%			
300	613-00100	1 INCH ELECTRICAL CONDUIT	LF		60.0	60.0	$11.50	$690.00			$ 11.56	$ 693.60	0.00%			
300	613-00200	2 INCH ELECTRICAL CONDUIT	LF		3406.0	3406.0	$9.86	$33,583.16			$ 9.91	$ 33,753.46	0.08%			
200	613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	70.0		70.0	$129.26	$9,048.20			$ 129.91	$ 9,093.70	0.02%			
300	613-00400	4 INCH ELECTRICAL CONDUIT	LF		55.0	55.0	$21.91	$1,205.05			$ 22.02	$ 1,211.10	0.00%			
200	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	9325.0	5782.0	15107.0	$13.22	$199,714.54			$ 13.29	$ 200,772.03	0.48%			
300	613-01250	2-1/2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF		200.0	200.0	$9.31	$1,862.00			$ 9.36	$ 1,872.00	0.00%			
200	613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	420.0	1798.0	2218.0	$10.03	$22,246.54			$ 10.07	$ 22,335.26	0.05%			
300	613-01400	4 INCH ELECTRICAL CONDUIT (PLASTIC)	LF		66.0	66.0	$10.95	$722.70			$ 11.01	$ 726.66	0.00%			
300	613-04250	2-1/2 INCH ELECTRICAL CONDUIT (LIQUIDTIGHT FLEXIBLE META	LF		50.0	50.0	$28.43	$1,421.50			$ 28.57	$ 1,428.50	0.00%			
300	613-07017	PULL BOX (16" X 14" X 6")	EACH		88.0	88.0	$805.17	$70,854.96			$ 809.16	$ 71,206.08	0.17%			
200	**613-07023**	**PULL BOX (24" X 36" X 24")**	**EACH**	**4.0**		**4.0**	**$2,138.37**	**$8,553.48**			**$ 1,029.34**	**$ 4,117.36**	**0.02%**	**N**	uote - WL, get that quote, find out why double	

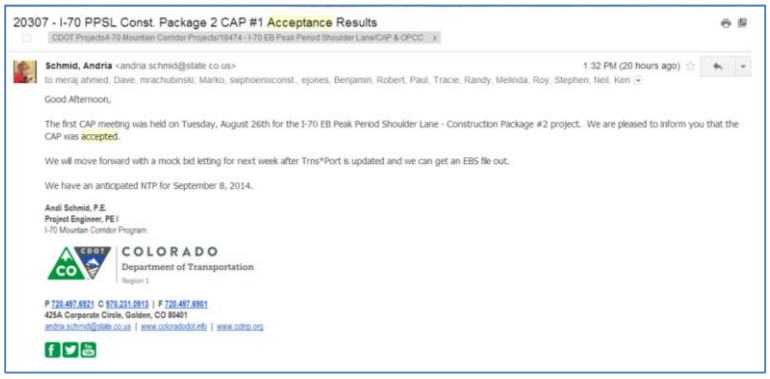
				ROADWAY	TUNNEL	PROJECT TOTAL	Contractor Unit Price	Contractor CAP	% Difference	$ Difference	ICE Unit Price	ICE Estimate	Item %	Major Item		
200	ITEM NO.	ITEM	UNIT	ROADWAY	TUNNEL	PROJECT TOTAL	KOJV Unit Price	KOJV CAP	% Difference	$ Difference	ICE Unit Price	ICE Estimate				
300	613-07034	PULL BOX (24" X 36" X 18")	EACH		4.0	4.0	$1,024.27	$4,097.08			$ 2,148.96	$ 8,595.84	0.01%			
200	613-10000	WIRING	LS	1.0		1.0	$299,221.98	$299,221.98			$ 300,703.13	$ 300,703.13	0.71%			
300	613-13100	LUMINAIRE MOUNTING SUPPORT SYSTEM	LS		1.0	1.0	$351,370.80	$351,370.80			$ 326,439.97	$ 326,439.97	0.84%			
300	613-13101	LUMINAIRE (LED)(TUNNEL) (133 WATT)	EACH		40.0	40.0	$4,244.97	$169,798.80			$ 4,265.99	$ 170,639.60	0.40%			
300	613-13102	LUMINAIRE (LED)(TUNNEL) (133 WATT) (FURNISH ONLY)	EACH		2.0	2.0	$3,390.51	$6,781.02			$ 3,407.29	$ 6,814.58	0.02%			
300	613-13103	LUMINAIRE (LED) (TUNNEL) 265 WATT)	EACH		378.0	378.0	$4,244.97	$1,604,598.66			$ 4,265.99	$ 1,612,544.22	3.82%			
300	613-13104	LUMINAIRE (LED) (TUNNEL) (265 WATT) (FURNISH ONLY)	EACH		2.0	2.0	$3,390.51	$6,781.02			$ 3,407.29	$ 6,814.58	0.02%			
200	613-33400	LIGHT STANDARD TIMBER (40 FOOT)	EACH	27.0		27.0	$2,371.71	$64,036.17			$ 2,383.45	$ 64,353.15	0.15%			
200	613-40010	LIGHT STANDARD FOUNDATION	EACH	2.0		2.0	$2,738.70	$5,477.40			$ 2,752.25	$ 5,504.50	0.01%			
200	613-50100	LIGHTING CONTROL CENTER	EACH	1.0		1.0	$14,554.51	$14,554.51			$ 14,626.56	$ 14,626.56	0.03%			
300	613-50325	TUNNEL LIGHTING CONTROL SYSTEM	LS		1.0	1.0	$16,432.16	$16,432.16			$ 16,513.50	$ 16,513.50	0.04%			
200	613-70250	LUMINAIRE HIGH PRESSURE SODIUM (250 WATT)	EACH	27.0		27.0	$531.31	$14,345.37			$ 533.94	$ 14,416.38	0.03%			
200	614-00011	SIGN PANEL (CLASS I)	SF	122.0	23.0	145.0	$20.12	$2,917.40			$ 19.82	$ 2,873.90	0.01%			
200	614-00012	SIGN PANEL (CLASS II)	SF	132.0		132.0	$24.59	$3,245.88			$ 24.22	$ 3,197.04	0.01%			
200	614-01583	STEEL SIGN SUPPORT (2 1/2 IN ROUND SCH 80)(POST & SLIPBA	EACH	20.0		20.0	$447.18	$8,943.60			$ 440.36	$ 8,807.20	0.02%			
200	614-01585	STEEL SIGN SUPPORT (2 1/2 IN ROUND SCH 80)(POST)	LF	30.0		30.0	$42.48	$1,274.40			$ 41.83	$ 1,254.90	0.00%			
200	614-87010	FIBER OPTIC CABLE (SINGLE MODE)(12 FIBER)	LF	835.0		835.0	$3.01	$2,513.35			$ 3.03	$ 2,530.05	0.01%			
200	614-87100	AUTOMATIC TRAFFIC RECORDING STATION	EACH	1.0		1.0	$23,372.01	$23,372.01			$ 23,487.70	$ 23,487.70	0.06%			
200	614-87350	TEST FIBER OPTIC CABLE	LS	1.0		1.0	$4,880.36	$4,880.36			$ 4,904.51	$ 4,904.51	0.01%			
200	614-87498	FIBER OPTIC CABLE (SINGLE MODE)(144 STRANDS)	LF	6630.0		6630.0	$6.90	$45,747.00			$ 12.94	$ 85,792.20	0.11%			
200	620-00002	FIELD OFFICE (CLASS 2)	EACH	1.0		1.0	$95,487.76	$95,487.76			$ 79,166.16	$ 79,166.16	0.23%			
200	620-00020	SANITARY FACILITY	EACH	2.0		2.0	$1,514.77	$3,029.54			$ 1,308.00	$ 2,616.00	0.01%			
200	621-00200	HAUL ROAD	LS	1.0		1.0	$54,601.54	$54,601.54			$ 48,109.26	$ 48,109.26	0.13%			
300	623-06901	VALVE BOX (SPECIAL)	EACH		3.0	3.0	$497.97	$1,493.91			$ 488.68	$ 1,466.04	0.00%			
200	625-00000	CONSTRUCTION SURVEYING	LS	1.0		1.0	$106,918.10	$106,918.10			$ 82,567.50	$ 82,567.50	0.25%			
200	625-00001	CONSTRUCTION SURVEYING (HOURLY)	HOUR	100.0		100.0	$136.25	$13,625.00			$ 110.09	$ 11,009.00	0.03%			
300	625-00002	CONSTRUCTION SURVEYING (TUNNEL)	LS		1.0	1.0	$378,084.25	$378,084.25			$ 355,728.31	$ 355,728.31	0.90%			
300	625-00200	VIBRATION MONITORING (TUNNEL)	LS		1.0	1.0	$65,402.33	$65,402.33			$ 44,476.36	$ 44,476.36	0.16%			
200	**626-00100**	**MOBILIZATION (WITHOUT AUTOPAY)**	**LS**	**1.0**		**1.0**	**$3,540,269.57**	**$3,540,269.57**			**$ 3,032,921.97**	**$ 3,032,921.97**	**8.43%**	**Y**	1st - rock ex mob	
300	626-00200	MOBILIZATION (TUNNEL) (WITHOUT AUTOPAY)	LS		1.0	1.0	$8,454,651.99	$8,454,651.99			$ 8,530,798.89	$ 8,530,798.89	20.12%			
200	626-01000	PUBLIC INFORMATION SERVICES	LS	1.0		1.0	$87,462.09	$87,462.09			$ 110,090.00	$ 110,090.00	0.21%			
200	627-00001	PAVEMENT MARKING PAINT	GAL	832.0		832.0	$35.59	$29,610.88			$ 33.03	$ 27,480.96	0.07%			
200	627-00005	EPOXY PAVEMENT MARKING	GAL	90.0		90.0	$80.08	$7,207.20			$ 77.06	$ 6,935.40	0.02%			
200	627-02010	PREFORMED PLASTIC PAVEMENT MARKING (TYPE II)(INLAID)	SF	576.0		576.0	$23.63	$13,610.88			$ 13.21	$ 7,608.96	0.03%			
200	630-00000	FLAGGING	HOUR	2000.0		2000.0	$29.07	$58,140.00			$ 28.62	$ 57,240.00	0.14%			
200	630-00003	UNIFORMED TRAFFIC CONTROL	HOUR	4000.0		4000.0	$83.84	$335,360.00			$ 82.57	$ 330,280.00	0.80%			
200	630-00007	TRAFFIC CONTROL INSPECTION	DAY	80.0		80.0	$234.76	$18,780.80			$ 231.19	$ 18,495.20	0.04%			
200	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	354.0		354.0	$849.64	$300,772.56			$ 836.68	$ 296,184.72	0.72%			
200	630-80001	FLASHING BEACON (PORTABLE)	EACH	37.0		37.0	$111.79	$4,136.23			$ 110.09	$ 4,073.33	0.01%			
200	630-80336	BARRICADE (TYPE 3 M-B) (TEMPORARY)	EACH	4.0		4.0	$726.67	$2,906.68			$ 715.59	$ 2,862.36	0.01%			
200	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH	86.0		86.0	$44.72	$3,845.92			$ 44.04	$ 3,787.44	0.01%			
200	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH	87.0		87.0	$44.72	$3,890.64			$ 44.04	$ 3,831.48	0.01%			
200	630-80343	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE C)	EACH	58.0		58.0	$44.72	$2,593.76			$ 44.04	$ 2,554.32	0.01%			
200	630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	SF	1313.0		1313.0	$16.76	$22,005.88			$ 16.51	$ 21,677.63	0.05%			
200	630-80355	PORTABLE MESSAGE SIGN PANEL	EACH	11.0		11.0	$2,794.87	$30,743.57			$ 2,752.25	$ 30,274.75	0.07%			
200	630-80358	ADVANCED WARNING FLASHING OR SEQUENCING ARROW PAN	EACH	2.0		2.0	$2,794.88	$5,589.76			$ 2,752.25	$ 5,504.50	0.01%			
200	630-80360	DRUM CHANNELZING DEVICE	EACH	100.0		100.0	$44.72	$4,472.00			$ 44.04	$ 4,404.00	0.01%			
200	630-80363	DRUM CHANNELZING DEVICE (WITH LIGHT) (FLASHING)	EACH	25.0		25.0	$44.72	$1,118.00			$ 44.04	$ 1,101.00	0.00%			
200	630-80367	PORTABLE TRAFFIC SPEED MONITOR	EACH	2.0		2.0	$2,794.88	$5,589.76			$ 2,752.25	$ 5,504.50	0.01%			
200	630-80369	PORTABLE VARIABLE SPEED LIMIT SIGN	EACH	7.0		7.0	$2,794.87	$19,564.09			$ 2,752.25	$ 19,265.75	0.05%			
200	630-80370	CONCRETE BARRIER (TEMPORARY)	LF	22700.0		22700.0	$23.96	$543,892.00			$ 21.60	$ 490,320.00	1.29%			
200	630-80378	GLARE SCREEN (TEMPORARY)	LF	800.0		800.0	$19.82	$15,856.00			$ 16.51	$ 13,208.00	0.04%			
200	630-80380	TRAFFIC CONE	EACH	200.0		200.0	$5.59	$1,118.00			$ 5.50	$ 1,100.00	0.00%			
200	630-80384	TUBULAR MARKER	EACH	170.0		170.0	$11.18	$1,900.60			$ 11.01	$ 1,871.70	0.00%			
`	630-85011	IMPACT ATTENUATOR (TEMPORARY)	DAY	1200.0		1200.0	$10.09	$12,108.00			$ 8.00	$ 9,600.00	0.03%			
200	630-85041	MOBILE ATTENUATOR	DAY	300.0		300.0	$581.33	$174,399.00			$ 572.47	$ 171,741.00	0.42%			
300	**641-11000**	**SHOTCRETE (CLASS A)**	**CY**		**437.0**	**437.0**	**$903.97**	**$395,034.89**			**$ 589.04**	**$ 257,410.48**	**0.94%**	**Y**	brierly not liking the shotcrete costs	
300	641-11004	SHOTCRETE (PORTAL BROW) (8 INCH)	CY		36.0	36.0	$870.21	$31,327.56			$ 589.04	$ 21,205.44	0.07%		brierly not liking the shotcrete costs	
300	641-11005	SHOTCRETE (SMOOTHING) (GEOCOMPOSITE DRAINS)	CY		561.0	561.0	$714.65	$400,918.65			$ 589.04	$ 330,451.44	0.95%		brierly not liking the shotcrete costs	
300	641-11006	SHOTCRETE (SMOOTHING) (SUPPLEMENTAL)	CY		42.0	42.0	$684.52	$28,749.84			$ 589.04	$ 24,739.68	0.07%		brierly not liking the shotcrete costs	
								$42,012,405.56	**103.98%**			**$40,404,604.56**				

COLORADO
Department of Transportation
Region 1

I-70 Mountain Corridor Program
425A Corporate Circle
Golden, CO 80401

CMGC Steps After CAP Acceptance

1. CAP Acceptance
2. Send email out to Contractor, ICE, RE, Program Engineer, CDOT (EEMA) Estimator, FHWA, and the AASHTOWARE Support Unit stating that CAP has been accepted.



20307 - I-70 PPSL Const. Package 2 CAP #1 Acceptance Results

CDOT Projects/I-70 Mountain Corridor Projects/19474 - I-70 EB Peak Period Shoulder Lane/CAP & OPCC

Schmid, Andria <andria.schmid@state.co.us> 1:32 PM (20 hours ago)
to meraj ahmed, Dave, mrachubinski, Marko, swphoenixconst., ejones, Benjamin, Robert, Paul, Tracie, Randy, Melinda, Roy, Stephen, Neil, Ken

Good Afternoon,

The first CAP meeting was held on Tuesday, August 26th for the I-70 EB Peak Period Shoulder Lane - Construction Package #2 project. We are pleased to inform you that the CAP was accepted.

We will move forward with a mock bid letting for next week after Trns*Port is updated and we can get an EBS file out.

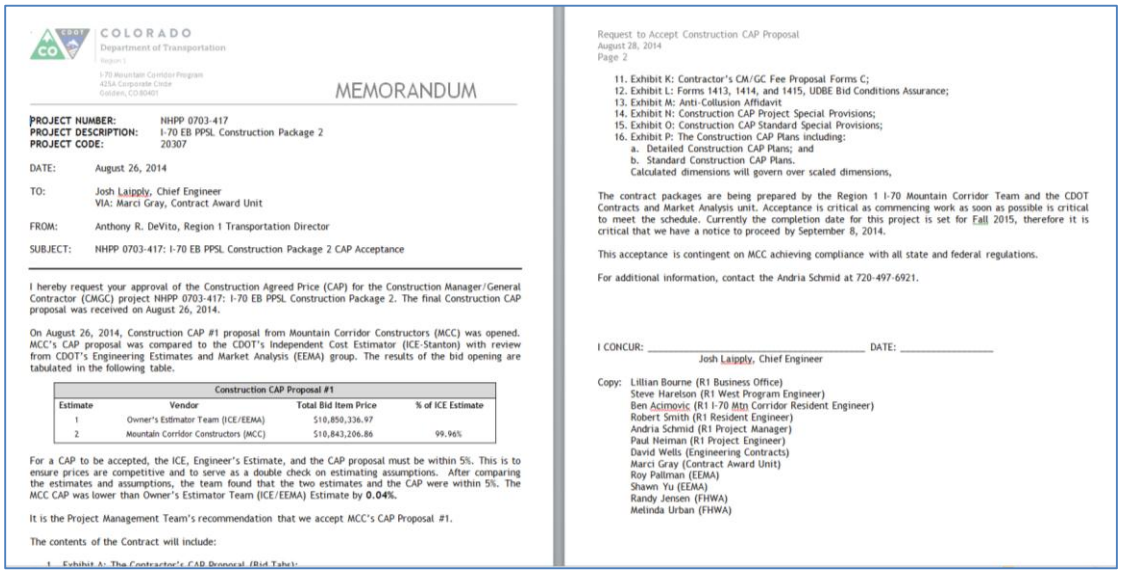
We have an anticipated NTP for September 8, 2014.

Andi Schmid, P.E.
Project Engineer, PE I
I-70 Mountain Corridor Program

COLORADO
Department of Transportation
Region 1

P 720.497.6921 C 970.231.0913 | F 720.497.6901
425A Corporate Circle, Golden, CO 80401
andria.schmid@state.co.us | www.coloradodot.info | www.coltrip.org

3. Send CAP Acceptance Letter to FHWA and get signed
4. Send CAP Acceptance Letter to RE, who will have RTD initial it and send to Chief Engineer to get signed



COLORADO
Department of Transportation
Region 1
I-70 Mountain Corridor Program
425A Corporate Circle
Golden, CO 80401

MEMORANDUM

PROJECT NUMBER: NHPP 0703-417
PROJECT DESCRIPTION: I-70 EB PPSL Construction Package 2
PROJECT CODE: 20307

DATE: August 26, 2014

TO: Josh Laipply, Chief Engineer
VIA: Marci Gray, Contract Award Unit

FROM: Anthony R. DeVito, Region 1 Transportation Director

SUBJECT: NHPP 0703-417: I-70 EB PPSL Construction Package 2 CAP Acceptance

I hereby request your approval of the Construction Agreed Price (CAP) for the Construction Manager/General Contractor (CMGC) project NHPP 0703-417: I-70 EB PPSL Construction Package 2. The final Construction CAP proposal was received on August 26, 2014.

On August 26, 2014, Construction CAP #1 proposal from Mountain Corridor Constructors (MCC) was opened. MCC's CAP proposal was compared to the CDOT's Independent Cost Estimator (ICE-Stanton) with review from CDOT's Engineering Estimates and Market Analysis (EEMA) group. The results of the bid opening are tabulated in the following table.

Construction CAP Proposal #1			
Estimate	Vendor	Total Bid Item Price	% of ICE Estimate
1	Owner's Estimator Team (ICE/EEMA)	$10,850,336.97	
2	Mountain Corridor Constructors (MCC)	$10,843,206.86	99.96%

For a CAP to be accepted, the ICE, Engineer's Estimate, and the CAP proposal must be within 5%. This is to ensure prices are competitive and to serve as a double check on estimating assumptions. After comparing the estimates and assumptions, the team found that the two estimates and the CAP were within 5%. The MCC CAP was lower than Owner's Estimator Team (ICE/EEMA) Estimate by **0.04%**.

It is the Project Management Team's recommendation that we accept MCC's CAP Proposal #1.

The contents of the Contract will include:

1. Exhibit A: The Contractor's CAP Proposal (Bid Tab);

Request to Accept Construction CAP Proposal
August 28, 2014
Page 2

11. Exhibit K: Contractor's CM/GC Fee Proposal Forms C;
12. Exhibit L: Forms 1413, 1414, and 1415, UDBE Bid Conditions Assurance;
13. Exhibit M: Anti-Collusion Affidavit
14. Exhibit N: Construction CAP Project Special Provisions;
15. Exhibit O: Construction CAP Standard Special Provisions;
16. Exhibit P: The Construction CAP Plans including:
    a. Detailed Construction CAP Plans; and
    b. Standard Construction CAP Plans.
    Calculated dimensions will govern over scaled dimensions,

The contract packages are being prepared by the Region 1 I-70 Mountain Corridor Team and the CDOT Contracts and Market Analysis unit. Acceptance is critical as commencing work as soon as possible is critical to meet the schedule. Currently the completion date for this project is set for Fall 2015, therefore it is critical that we have a notice to proceed by September 8, 2014.

This acceptance is contingent on MCC achieving compliance with all state and federal regulations.

For additional information, contact the Andria Schmid at 720-497-6921.

I CONCUR: _____ DATE: _____
Josh Laipply, Chief Engineer

Copy: Lillian Bourne (R1 Business Office)
Steve Harelson (R1 West Program Engineer)
Ben Acimovic (R1 I-70 Mtn Corridor Resident Engineer)
Robert Smith (R1 Resident Engineer)
Andria Schmid (R1 Project Manager)
Paul Neiman (R1 Project Engineer)
David Wells (Engineering Contracts)
Marci Gray (Contract Award Unit)
Roy Pallman (EEMA)
Shawn Yu (EEMA)
Randy Jensen (FHWA)
Melinda Urban (FHWA)

5. Update Trns*Port with ICE prices (make sure markup is included into each bid item and that units have been rounded to 2 decimal places)
6. Contact the AASHTOWARE Support Unit once Trns*Port has been updated and schedule a mock bid letting
7. Tracie will send EBS File to you. Send to Contractor and have them fill it out and return to you. Once you receive it, forward it to EEMA Estimator and request that bid tabs are generated.
8. Once EEMA Estimator has generated the bid tabs, contact the Accounting Office and let them know you are ready to issue the financial statement (Form 65). Send them a copy of both the ICE submittal and the Contractor's submittal. Once the final financial statement has been generated by the Accounting Office, the contract will be generated and can go to contractor to sign, then back to contracts unit for signature.
9. Send out "Advertisement" (CAP) letter to HQ-CU, RE, Program Engineer, RTD, and business office.

COLORADO
Department of Transportation
Region 1
I-70 Mountain Corridor Program
425A Corporate Circle
Golden, CO 80401

MEMORANDUM

PROJECT NUMBER: NHPP 0703-417
PROJECT DESCRIPTION: I-70 EB PPSL Construction Package 2
PROJECT CODE: 20307

DATE: September 4, 2014

TO: Marci Gray, Contract Award Unit

FROM: Andria Schmid, Project Manager

SUBJECT: NHPP 0703-417: I-70 EB PPSL Construction Package 2

I hereby request your approval to proceed with the Construction Manager/General Contractor (CMGC) project NHPP 0703-417: I-70 EB PPSL Construction Package 2 project and obtain Notice to Proceed for construction. The final Construction CAP proposal was received on August 26, 2014. Representatives in attendance at the CAP Acceptance Meeting were Melinda Urban (FHWA), Randy Jensen (FHWA), Ben Acimovic (CDOT), Andria Schmid (CDOT), Roy Pallman (CDOT), Ed Jones (Stanton), JC Wheelwright (Stanton), Bob Smith (CDOT).

Attached you will find the required documents to proceed with the construction contract including:

- CDOT Form 605: Contractor's Performance Capability Statement
- CDOT Form 606: Anti-Collusion Affidavit
- CDOT Form 621: Assignment of Antitrust Claims
- Payment Bond (Construction Contract Exhibit B)
- Performance Bond (Construction Contract Exhibit B)
- Contractor's Certification (Construction Contract Exhibit I)
- Contractor's Certificate of Liability Insurance (Construction Contract Exhibit J)

Shopping cart number **700010706** has been created and released (approved) by both the appropriate Engineer and Region Business Office in SAP for this project. Plans and specifications have been sent to the Printing Center in accordance with their submittal deadlines. The UDBE contract goal has been set at 12%.

The Bid Items
___ will not exceed $600,000.
___ between $600,000 and $1,500,000
___ between $1,500,000 and $5,000,000
___ between $5,000,000 and $10,000,000
X between $10,000,000 and $20,000,000
___ over $20,000,000

Project No: NHPP 0703-416 / 20306
June 25, 2014
Page 2

Coding to be used for advertisement:

Fund Number 400, Funds Center: R1312-010,
Functional Area 3300, GL Account 4231100011,
WBS Element 19474.10.30.

Coding to be used for contract and PO entry:

Fund Number 400, Funds Center: R1300-010,
Functional Area 3300, GL Account 4231100011.

Responsible cost center R1312-010, CE Pool External Cost Center R1392-010,
CE functional Area 3200.

Contact information:

Contracts also require that CDOT provide the contractor with the name and address of the CDOT contact to whom all communication, notices, and correspondence shall be addressed.

Name: Andria Schmid
CDOT Region: Region 1 I-70 Mountain Corridor Program
Address: 425A Corporate Circle
City: Golden, CO 80401
Phone: (720) 497-6921
Email: andria.schmid@state.co.us

10. Create shopping cart and send out for approvals. (this must be done before contract can be generated)
11. Collect forms from Contractor from Contract Check List.

COLORADO
Department of Transportation
Region 1
I-70 Mountain Corridor Program
425A Corporate Circle
Golden, CO 80401

Project Name:
Project No:
Project Code:
Federal Funded: Yes / No

CMGC CONSTRUCTION CONTRACT CHECK LIST

Complete	Submittal	CDOT Email	Project Manager Email
	Electronic Bid Submittal (EBS) File (Email)	roy.pallman@state.co.us	andria.schmid@state.co.us
	CDOT FORM 605: Contractor's Performance Capability Statement	marci.gray@state.co.us	andria.schmid@state.co.us
	CDOT FORM 606: Anti-Collusion Affidavit	marci.gray@state.co.us	andria.schmid@state.co.us
	CDOT FORM 621: Assignment of Antitrust Claims	marci.gray@state.co.us	andria.schmid@state.co.us
	CDOT FORM 1413: Bidders List	randy.fleideraq@state.co.us	andria.schmid@state.co.us
	CDOT FORM 1414: Anticipated DBE Participation Plan	randy.fleideraq@state.co.us	andria.schmid@state.co.us
	CDOT FORM 1415: Commitment Confirmation	randy.fleideraq@state.co.us	andria.schmid@state.co.us
	CDOT FORM 1416: Good Faith Effort - Only if DBE Cannot be Met	randy.fleideraq@state.co.us	andria.schmid@state.co.us
	Payment Bond (Construction Contract Exhibit B)	marci.gray@state.co.us	andria.schmid@state.co.us
	Performance Bond (Construction Contract Exhibit B)	marci.gray@state.co.us	andria.schmid@state.co.us
	Contractor's Certification (Construction Contract Exhibit I)	marci.gray@state.co.us	andria.schmid@state.co.us
	Contractor's Certificate of Liability Insurance (Construction Contract Exhibit J)	marci.gray@state.co.us	andria.schmid@state.co.us
	Preliminary Project Drawdown Schedule (Construction Contract Exhibit N)	marci.gray@state.co.us	andria.schmid@state.co.us

FOR CDOT USE ONLY

Complete	Submittal	Source	
	1. Exhibit A: The Contractor's CAP Proposal from the CM/GC Services Contract;	CDOT Project Manager/Region	
	2. Exhibit B: Performance Bond;	Contractor	
	3. Exhibit C: Payment Bond;	Contractor	
	4. Exhibit D: Federal Requirements;	Contractor	
	5. Exhibit E: Notification of Commitments within 10% of Original Bid Package;	N/A	
	6. Exhibit F: Sample Funding Letter;	CDOT	
	7. Exhibit G: Contract Modification Order (CDOT Form #06);	CDOT	
	8. Exhibit H: CAP Acceptance Letter(s Letters (Signed by Chief Engineer AND FHWA);	CDOT Project Manager/Region	
	9. Exhibit I: Contractor's Certification;	CMGC Services Contract	David.ewald@state.co.us
	10. Exhibit J: Contractor's Certificate of Liability Insurance(Dated);	Contractor	
	11. Exhibit K: Contractor's CM/GC Fee Proposal Forms B-1 (Dated); and	CMGC Services Contract	David.ewald@state.co.us
	12. Exhibit L: Form 714, UDBE Bid Conditions Assurance.	Contractor/EEO Office	
	13. Exhibit M: Anti-Collusion Affidavit CDOT FORM 606	Contractor	
	14. Exhibit N: Project Preliminary Drawdown Schedule from the CM/GC Services Contract (Dated);	Contractor	
	15. Final Project Financial Statement (CDOT Form 69)	CDOT OFMB	Alesia.Yalinego@state.co.us
	16. SRM Shopping Cart	CDOT Project Manager/Region	

12. Contract Generated
13. Make sure checklist is complete.

COLORADO
Department of Transportation
Region 1
I-70 Mountain Corridor Program
425A Corporate Circle
Golden, CO 80401

Project Name: _____
Project No: _____
Project Code: _____
Federal Funded: Yes / No

AD Check List

PS&E PACKAGE

_____ Finalize CAP Plan Set
_____ Finalize CAP Specifications
_____ Finalize ICE Estimate in PES
_____ Generate Proposal in PES

_____ Final PS&E Checklist Complete

1180 PROCESS

_____ Send 1180 in SAP
_____ Email Business Office, Program Engineer, and RE about 1180 and include:
- _____ Final Estimate from PES
- _____ Form 65
- _____ Finalized 859
- _____ Finalized 463
- _____ Title Sheet
- _____ Clearances

_____ FHWA Authorization Date (Finalized 1180)

PURCHASE REQUISITION

_____ Create PR in SRM
_____ Email Business Office, Program Engineer, and RE with PR #
_____ Final PR Release

CLEARANCES

_____ Utilities
_____ Environmental
_____ ROW
_____ ITS
_____ Final Cost Estimate
_____ Finalize 463
_____ Finalized 464s
_____ Finalize 859

REPRODUCTION

_____ Create folder on plansandspecs drive (CMGC Folder)
_____ Plans
_____ Specs
_____ Proposal
_____ Form 155
_____ Form 644

GOALS

_____ OJT Hours from EEO
_____ UDBE Goal from EEO

CAP ACCEPTANCE

_____ Exhibit H: CAP Acceptance Letters (CDOT)
_____ Exhibit H: CAP Acceptance Letters (FHWA)
_____ Bid Tabulations
_____