

# **Request for Proposals**

## **Construction Manager (“CM”) Services Construction Manager/General Contractor (CM/GC) Alternative Delivery**

**EASTERN TIMBER BRIDGE REPLACEMENT PROGRAM IN  
EASTERN COLORADO**



**COLORADO**

**Department of Transportation**

**PROJECT NUMBERS: FBR R400-371 and STA R400-372**

**PROJECT LOCATION: Eastern Colorado**

**PROJECT CODES: 23010 and 23014**

*June 11, 2020*

*ADDENDUM 1 - July 7, 2020*

Colorado Department of Transportation

2829 West Howard Place

Denver, CO 80204



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

### **1.1. SCOPE OF THIS RFP FOR CM/GC SERVICES SELECTION**

The Colorado Department of Transportation (“CDOT”) is soliciting Construction Management services, with an option to negotiate General Contractor (“GC”) services, for the replacement of structures: F-19-E, F-20-L, F-20-J, G-21-A, C-22-K, D-24-O, D-25-E, 034B206492BR, D-28-C, and D- located in Eastern Colorado (the “Project”) utilizing the alternative delivery Construction Manager / General Contractor (“CM/GC”) procurement and construction processes. The selected Proposer (also referred to as “Construction Manager (“CM”)”, “Contractor,” “successful Proposer,” “selected Contractor,”) will provide preconstruction phase Construction Management services and will have the opportunity to negotiate a Construction Agreed Price (“CAP”) for a GC contract with CDOT to fulfill the Projects’ construction phase. However, the GC contract award to the successful CM proposer is not guaranteed and is dependent on a successful CAP negotiation with CDOT, as determined by CDOT.

The current draft scope of work reflects an approach based on the known Project goals and risks. Selection factors used in determining the successful Proposer will be the ability of the Contractor to analyze Project goals, evaluate work elements, identify/mitigate risks, and formulate a proposal. This process may produce new approaches or modify the Project work elements. The final scope of work for the Project will evolve based on input from various sources including CDOT, Consultants, the selected Contractor, and stakeholders.

The CM will partner with the Design Consultant and CDOT as a member of the integrated design team. The CM will provide input on schedule, phasing, constructability, and cost throughout the preconstruction phase of the Project.

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

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

- Thoroughly reviewing all plans, specifications, reports, diagrams, shop drawings, as-built plans, site conditions, and all other necessary Project documentation to provide design validation from a construction expertise perspective.
- Independently calculating quantities for verification purposes of construction packages, independent from the Design Consultant.
- Providing constructability input on all facets of the Project including, but not limited to:
  - Construction Packages and schedule,
  - Accelerated Bridge Construction (“ABC”), and
  - Material Availability.

#### **B. Cost Estimating:**

##### Ongoing Tasks

- To help inform decisions, the CM shall provide rough order of magnitude (“ROM”) cost estimating as design concepts/alternatives are being developed and evaluated throughout the CM/GC procurement and construction processes. This may include:
  - Evaluating means and method of various construction techniques that may influence design solutions with considerations of cost and schedule impacts.



### Tasks at Milestones

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

### **C. Schedule:**

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

### **D. Risk:**

- Lead quantitative and qualitative risk management discussions to identify risks, develop mitigation strategies, and assign risk responsibility.
- Set risk meeting frequency and prepare and update the Project Risk Register.
- Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.

### **E. Meetings:**

- The CM will participate in the Partnering Workshop, Project Scoping Workshop, Project Milestone Meetings, and CAP negotiations (LLTP and Construction), and any other meetings throughout preconstruction.
- The Project Scoping Workshop, which will be led by CDOT, will cover at a minimum the following items:



- Introduction to the Project, CM/GC, partnering session, Project stakeholder engagement, roles and responsibilities identification;
- Team will review Project status, goals, objectives, funding, preliminary preconstruction schedule, current design etc.;
- Set up progress meeting frequencies and initiate working groups for various elements of the Project, i.e., bridge working group;
  - Progress meetings may include project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings; and
- The Project Milestone Meetings and CAP review meetings will be led by CDOT.
- The CM will, unless otherwise directed, meet with CDOT at locations as designated by the project team that include but are not limited to: the Limon Residency located at 401 A Ave., Limon, CO 80828; the Sterling Residency located at 120 N. Riverview Rd., Sterling, CO 80751; or Greeley HQ located at 10601 10th Street, Greeley CO 80634. Meetings that may be attended via virtual conferencing or phone are noted below. The following meetings shall be anticipated by the CM:
  - Project Kickoff
  - CM/GC Partnering and Project Scoping Workshop
  - Field Inspection Review – 30%
  - Pre-Final Office Review - 60%
  - Final Office Review - 90%
  - Final Construction PS&E -100%
  - CM/GC Cost Model Review Meeting
  - CM/GC Risk Management Meetings
  - Cost Estimate Review Meetings
  - CAP Review Meetings
  - CAP Negotiations and Assumption Resolution Meetings (if applicable)
  - Other Project Meetings:
    - Bi-weekly project updates to CDOT Project Manager (by phone)
    - Working Group Meetings (as needed)
- The CM shall have the capacity to meet the following **estimated** milestones for an assumed initial construction package, subject to change:
 

|  |          |
|--|----------|
| ○ Project Kickoff:                               | 10/12/20 |
| ○ CM/GC Partnering and Project Scoping Workshop: | 10/19/20 |
| ○ Cost Model Review Meeting (30%):               | 12/15/20 |
| ○ Field Inspection Review Meeting (FIR-30%):     | 01/28/20 |



- 
- |   |                   |
|---|-------------------|
| ○ CM/GC Risk Management Meeting (30%):                    | 02/01/20          |
| ○ Opinion of Probable Cost Estimate Review Meeting (30%): | 02/02/20          |
| ○ Pre-Final Office Review Meeting (Pre-FOR - 60%):        | 03/18/21          |
| ○ CM/GC Risk Management Meeting (60%):                    | 03/22/21          |
| ○ Opinion of Probable Cost Estimate Review Meeting (60%): | 03/23/21          |
| ○ Final Office Review Meeting (FOR – 90%):                | 05/13/21          |
| ○ CM/GC Risk Management Meeting (90%):                    | 05/17/21          |
| ○ Opinion of Probable Cost Estimate Review Meeting (90%): | 05/18/21          |
| ○ Final Construction PS&E (100%):                         | 06/01/21          |
| ○ CAP Proposals and Negotiations:                         | 06/03/21-07/08/21 |
- This schedule outlines a timeline for one initial package. Final packaging and approach to be defined by the project team.
  - The CM should be prepared to conduct Project Vision Meetings to analyze how Project progress is aligning and tracking with Project goals. Items of focus include priorities, commitments, approach, scope, schedule, and cost reasonableness.

**F. Deliverables:**

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

**G. Other Tasks:**

- If a CAP is successfully negotiated, the GC shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction.
- The designer will develop the Stormwater Management Plan during preconstruction with input from the CM. If a CAP is successfully negotiated, the GC will be responsible for obtaining the Colorado Department of Public Health and Environment (“CDPHE”) permit prior to construction.



- The CM will be required to commit to integrating Disadvantaged Business Enterprises (“DBEs”) in the Project during the CM/GC services because this project includes federal funding.
- If negotiations between CDOT and the CM for a final CAP (see Section 1.20) are not successful, CDOT reserves the right to place the Project construction for open bid, and the CM will not be permitted to submit a bid. In this case, the CM shall be compensated for its pre-construction services per the CM services contract and CDOT will have no further contractual obligations to the CM.

**1.2. CM/GC PROJECT GOALS**

- A. Replace structures F-19-E, F-20-L, F-20-J, G-21-A, C-22-K, D-24-O, D-25-E, 034B206492BR, D-28-C, and D-28-D;
- B. Encourage the use of ABC slide-in-bridge construction, where feasible and economical, to limit the traffic detour duration to as short of a duration as possible;

| Structure Number(s)                                      | Full Closure Duration                        |
|--|--|
| F-19-E   | 1-2 month closure acceptable                 |
| F-20-L, F-20-J, G-21-A                                   | Not critical; longer closures are acceptable |
| C-22-K, D-24-O, D-25-E, 034B206492BR, D-28-C, and D-28-D | Critical; limit full closure to 3-5 days.    |

- C. Utilize integral abutment design in the construction;
- D. Create construction packages to best leverage bridge bundling to reduce construction schedule and cost;
- E. Target the start of construction of the first construction package for the Spring of 2021;
- F. All construction packages completed within two construction seasons is preferred but not required; and
- G. Provide a structure that minimizes life cycle maintenance requirements.

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

**A. Project Background**

These structures were bundled and submitted as a R1/R4 Timber Bridge Replacement grant application for the Federal Highway Administration’s (“FHWA”) Notice of Funding Opportunity (“NOFO”) for the Department of Transportation’s Competitive Highway Bridge Program for Fiscal Year 2018. All of the bridges put forth in the application are timber and are an average of eighty years old, decades past their useful design life. Seven of the ten bridges are designated as “Poor” per the FHWA National Bridge Inspection





Standards (“NBIS”). All of the bridges within the bundle have substandard geometry per CDOT and FHWA standards. The continued deterioration of the structures has accelerated in recent years, leading to escalating maintenance costs and an increasing frequency of lane/bridge closures to carry out planned and unplanned repairs.

As part of the selection criteria, the NOFO was looking for projects that incorporated innovative technologies and innovative project delivery. In response, the CDOT grant team looked into using slide-in-bridge ABC as an innovative technology. Several of these bridges have very long detour routes, on the order of 70-80 miles, and therefore, temporary shooflies or accelerated bridge construction would be required. From past projects, the cost of temporary shooflies was around \$300,000-\$500,000 per bridge. When compared to the cost of these shooflies, the use of ABC slide-in-bridge construction was innovative and cost competitive. Therefore, ABC was considered the preferred alternative because it limits impact to traffic, reduces the construction schedule, and is cost competitive. CM/GC is valuable for the ABC portion of this project. Through CM/GC the designers will be able to coordinate with the CM on the means and methods of ABC. Coordination of ABC has the potential to minimize the disruptions to traffic, reduce the risk of ABC, and potentially accelerate the construction schedule.

Three separate grant applications were submitted and the “Region 2 bundle” was selected for Competitive Highway Bridge Program funding. Even though this package did not receive grant funding, BE decided to move forward with design and construction for this bridge replacement package.

**B. Project Information and Definition**

The project proposes to replace structures: F-19-E, F-20-L, F-20-J, G-21-A, C-22-K, D-24-O, D-25-E, 034B206492BR, D-28-C, and D-28-D. The replacement of the structures will eliminate the structural and functional deficiencies.

**Lead and Supporting Agencies:** CDOT is the lead agency for the project. Partial oversight and funding is provided by the Colorado Bridge Enterprise (“BE”).

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

| Agency/Stakeholder                  | Role or Involvement   |
|-------------------------------------|---|
| Colorado Bridge Enterprise          | <ul style="list-style-type: none"> <li>• Project oversight</li> <li>• Partial funding entity</li> </ul> |
| Colorado Parks and Wildlife (“CPW”) | <ul style="list-style-type: none"> <li>• Senate Bill 40</li> </ul>                                      |



| Agency/Stakeholder                      | Role or Involvement   |
|---|---|
| U.S Army Corps of Engineers (“USACE”)   | <ul style="list-style-type: none"> <li>• Clean Water Act permitting</li> </ul>  |
| Federal Highway Administration (“FHWA”) | <ul style="list-style-type: none"> <li>• Project involvement with federal funds</li> </ul>  |
| Floodplain Administrators               | <ul style="list-style-type: none"> <li>• Pam Cherry (Morgan County)</li> <li>• Colton Yoast (Yuma County)</li> </ul>                                |
| Other Stakeholders                      | Role or Involvement   |
| Traveling public                        | <ul style="list-style-type: none"> <li>• Roadway safety/trip reliability input</li> <li>• Will want to know travel impacts/delay/detours</li> </ul> |
| Emergency responders                    | <ul style="list-style-type: none"> <li>• Emergency response/access input</li> <li>• Will want to know travel impacts/delay/detours</li> </ul>       |

**Project Features and Specialty Work:** Major work items include but are not limited to: replacement of existing structure F-19-E, F-20-L, F-20-J, G-21-A, C-22-K, D-24-O, D-25-E, 034B206492BR, D-28-C, and D-28-D, phasing, earthwork, paving, traffic control, signing, and striping.

**Major Project Risks:**

- ABC
  - The means and methods of ABC slide-in-bridge construction;
  - Cost associated with ABC; and
  - Use of integral abutment design in slide-in-bridge construction.
- Road Closures and Detours/Maintenance of Traffic (“MOT”)
  - The use of road closures and detours shall be kept to a minimum duration; and
  - High stream flows at construction site for short durations.
- Materials
  - Depending on bridge location, material options may be limited.

**Project Design and Development Status:** Below is a general description of work progressed to date. Design: Conceptual design investigations will be complete by NTP. This will allow input from the CM contractor to begin design without delays.

- Structural: Conceptual design for proposed structure alternatives has been developed which generally represents feasible options for replacement acceptable to CDOT.
- Roadway: Conceptual roadway horizontal and vertical alignments have been developed.



- **Hydraulics:** The hydraulic regulations influence the layout of the structures. Hydraulic analysis of existing conditions has been completed.
- **Geotechnical and Geohazards:** Geotechnical investigations have been completed for the bridge structure and site investigation recommendations have been incorporated into the draft geotechnical reports.
- **Environmental:** Overall, very few, resources are anticipated to be impacted by construction. Given the low probability for impacts to environmental resources, it is anticipated for the project to be cleared with a Categorical Exclusion (“CatEx”). The National Environmental Policy Act (“NEPA”) process will occur during design and will be completed by CDOT.
- **ROW:** Temporary easements may be required at some locations for construction depending on design input/options from the CM.
- **Survey:** Field survey has been completed for all the structure areas. A stamped project control diagram will be available for each project site.
- **Utilities:** An ASCE Quality Level B Subsurface Utility Engineering (“SUE”) investigation will be completed at 30% level design for the project areas. The design team shall be responsible for obtaining ASCE Quality Level A Subsurface Utility Engineering data as determined by the project design team.

**Existing Operations and Traffic Restrictions:**

Traffic Control will be determined during pre-construction and will include a traffic control subset in the plans. The designer will produce phasing plans through collaboration with the CM and CDOT. A project goal is to limit the duration of traffic detours. However, this will be a collaboration between the CM and CDOT to optimize cost and detour duration.

**General Construction Constraints and Limitations:**

- Avoid encroachments onto railroad ROW.
- Environmental clearances, NEPA, for identified elements within a package will be received and approved by CDOT before an NTP for the construction package.

**Utilities to be protected in place:**

Utilities to be protected in place during construction shall be determined by the Project Management Team prior to construction.

**Coordination and Communication:**

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

- Coordinating and communicating with stakeholders to minimize traffic delays and construction impacts. See Section 1.21 – Public Information, for additional communication requirements.

**1.4. PROJECT FUNDING**

The source of funding for this CM/GC contract is the Colorado Bridge Enterprise, Construction Bridge Program (“CBP”), and Construction Culvert Program (“CCP”).



**1.5. PROJECT DURATION**

The time period for work described in the CM, preconstruction scope is approximately 24 months. The time period for the work described in this scope is estimated to begin September/October 2020. The contract shall extend through September 1, 2022.

**1.6. PROJECT ADMINISTRATION**

The Contract Administrator for this Project is:

Roberta Lopez  
Eastern Timber Bridge Replacement Program  
Project SA No. 23010/23014  
2829 W Howard Place  
Denver, CO 80204  
W: 303-757-9296  
roberta.s.lopez@state.co.us

CDOT Project Manager and Primary Point of Contact:

Craig Schumacher, PE  
Eastern Timber Replacement Program, Project Manager  
Project SA No. 23010/23014  
120 North Riverview Road  
Sterling, CO 80751  
W: 970-522-0481  
craig.schumacher@state.co.us

**1.7. PROJECT COORDINATION**

**A. Routine Working Contact**

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

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

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

**C. Coordination**

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

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

- Executive Oversight Committee
- CDOT Region 4 Project Management Team:



- CDOT Project Manager – Craig Schumacher, PE
- CDOT Construction Engineer – TBD
- CDOT Resident Engineer – Jeff Dollerschell, PE
- CDOT Region 4 Specialty Groups
  - Region 4 Materials – Gary Dewitt
  - Region 4 Traffic – Bryce Reeves
  - Region 4 Hydrology and Hydraulics – Steven Griffin
  - Region 4 Survey – Mark Guerrero
  - Region 4 Right-of-Way – Peter Sulmeisters
  - Region 4 Environmental – Jason Roth
  - Region 4 Utilities – David Torrez
- Colorado Bridge Enterprise
  - BE Program Manager – Patrick Holinda
- CDOT Maintenance Forces –
  - LTC Ops Region 4 Dawn Walker
  - LTC Ops Region 4 Robert Johnson
  - LTC Ops Region 1 Robert Williams
- CDOT HQ Staff Bridge
  - Scott Huson
  - Ali Harajli
- CDOT Alternative Delivery Program- Matthew Pacheco
- CDOT HQ Materials and Geotechnical Branch – David Thomas
- Region 4 Civil Rights Manager – Juliet Sheets
- Independent Cost Estimator /CDOT Engineering Estimates and Market Analysis (EEMA) Group – Gregory Jones
- Selected Project Design Consultant and any Sub-consultants
- Selected Project Construction Manager and any Sub-contractors
- Colorado Department of Public Health and Environment
- The CDOT Project Management Team shall be included in all coordination.

**D. Project Co-Location**

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



## **1.8. 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 CM/GC Management Price Percentage applied to each construction item, and all GC indirect costs, force accounts, and risk pools that are associated with the construction of all elements of the work designed or specified by the Design Consultant.

The CM/GC Management Price Percentage is defined in **Section 2.10**. The Fixed Limit of Construction Cost for this Project to be paid to the GC is up to \$24M.

## **1.9. PROJECT CONSTRUCTION SCHEDULE**

Project milestones are shown below:

- Construction Package #1: Anticipated Notice to Proceed – Spring 2021.
- Each construction package will be severable; will have specific beginning and end points; and will have independent overhead, mobilization, traffic control, and Project costs. Each package will include provisions for liquidated damages, incentive/disincentive, and roadway user costs as appropriate. The CM and CDOT are responsible for ensuring the severability of each package.

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

- Maximize project scope in construction packages to match available fiscal funding.
- Some construction materials may not be available in winter.
- Groundwater and surface water (spring runoff) will affect construction/schedule.
- C-22-K lateral (ditch) coordination (schedule);
- Railroad ROW (avoid easements);
- Floodplain permitting requirements;
- Harvest seasons (schedule).

## **1.10. PROJECT DOCUMENTS AND EXISTING DATA**

All reference documents below are available on the project website at:  
<https://www.codot.gov/projects/eastern-timber-bridge-replacement>

- A. Preliminary Hydraulic Reports
- B. Preliminary Geotechnical Reports
- C. Existing ROW Plans
- D. Eastern Plains Timber Bridge Replacement Program (Regions 4/1 Bundle), FHWA Grant Application FY 2018



**1.11. SPECIFICATIONS**

The 2019 Standard Specifications for Road and Bridge Construction controls construction of this Project. The Project team will develop the project special and standard special provisions that will take precedence over the Standard Specifications and plans.

**1.12. OWNERSHIP OF THE DOCUMENTS**

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

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

The Proposer must self-perform the preconstruction CM services, work valued at not less than **75%** of the total work - excluding specialized services, with its own staff, not through sub-contractors.

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

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

**1.14. PROJECT COMPUTER SOFTWARE REQUIREMENTS**

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

**A. Estimating:**

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

**B. Scheduling:**

Microsoft Project (latest version)

**C. Specifications:**

Microsoft Word (latest version)

ProjectWise (latest version)

**D. CADD:**

MicroStation and InRoads (latest version)

**E. Document Management**

ProjectWise Share

**1.15. REQUIRED AVAILABILITY OF KEY PERSONNEL**

Listed Key Personnel in the Project Management Team/Capability of the Proposer section of the Proposal constitutes an agreement by the Proposer to make the personnel available to complete work on the contract at whatever level the Project requires. The Contractor shall seek CDOT approval of modifications to the Proposer's Team or Key Individuals and other personnel listed in the Proposer's Key



Personnel to be effective. If CDOT provides approval for the modification it must be delivered in writing. If a Key Personnel is to leave the team, resumes for a minimum of three replacement candidates must be provided by the Contractor to the CDOT PM for CDOT’s review and written selection; CDOT reserves the right to interview the replacement candidate(s) and either accept or reject these candidates.

In order to secure CDOT’s approval prior to the award of the contract, a written request shall be forwarded to the person and address as shown in **Section 2.8 Proposal Submittal** of this RFP. The request shall include a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the required qualifications for the position/responsibility. No such modification will be made without prior written CDOT approval from the Contract Administrator.

**1.16. ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS**

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

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

**1.17. APPLICABLE FEDERAL AND STATE REGULATIONS**

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

**1.18. NONDISCRIMINATION**

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

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

**1.19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS**

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

A DBE contract goal for the construction packages will be determined at a later time.





**1.20. COMPENSATION FOR CM/GC PRECONSTRUCTION SERVICES**

The selected Proposer will be paid a total sum amount of \$240K for CM services during the Preconstruction Phase. Monthly payments will be paid per invoice as work progresses based on percent of preconstruction completion with agreement of the CDOT PM.

**1.21. EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP)**

A negotiated and agreed upon CAP is the amount that may be incorporated into the standard GC Construction Project Contract for Construction Services.

The CAP is the sum of the direct Cost of Construction and the CM/GC Management Price Percentage for a specific construction package. CDOT and the selected CM will refine the Cost Model, consisting of bid items, quantities, risks and assumptions for the construction package, through a series of Cost Model meetings.

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

CDOT anticipates requesting CAP proposals when both the CM and CDOT agree the design has progressed to the appropriate level, typically at 90%, for each individual construction package. If CDOT and the CM have negotiated, agreed on, and accepted a GC CAP the CM shall submit the GC CAP it negotiated, agreed on, and accepted via the Electronic Bid Submittals system. The CM or GC may develop multiple GC CAPS, and CDOT may negotiate and accept those GC CAPs during the design and construction phases of this Project. CDOT reserves the right not to award any part(s) or all of the GC Construction Services, and bid/award some or all of the GC construction work separately. The selected CM shall deliver to CDOT a proposed GC CAP and GC CAP Supporting Documents at any appropriate milestones identified at the Project Scoping Workshop for an appropriate LLTP or construction phase.

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

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

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



## **1.22. PUBLIC INFORMATION**

This project consists of structures located along Interstate 70, US 34 and SH 61 in rural Colorado. The impact in these areas will generally be for over the road transport of goods and seasonal agricultural related transport with some general commuting on a daily basis.

The CM/GC Public Information Manager (“PIM”) will be expected to execute communication needs for this Project with a variety of audiences in rural areas, such as residents, business owners, the traveling public, trucking industry and others during the CM services contract and the GC services contract.

This Project shall be done in accordance with the CDOT Public Information Specifications provided in **Appendix D**. CDOT will be primarily responsible for Public Information fulfillment from design through Notice to Proceed for the first construction package. The GC will be primarily responsible for Public Information fulfillment once the first construction package commences through the duration of construction. This work consists of providing regular and continuous communications services throughout the duration of the Project including community and stakeholder outreach as well as media support. Significant coordination with the PIM(s) for other local projects will be necessary.

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## **SECTION 2 – CM/GC PROPOSAL REQUIREMENTS AND INSTRUCTIONS**

### **2.1. PROPOSAL GENERAL INFORMATION**

This RFP is a multi-phase procurement that includes: 1) a Statement of Interest/Proposal, a short listing of firms by a Selection Panel, 2) an interview, and 3) the CM/GC Management Price Percentage. CDOT intends to identify three Proposers as its shortlist of Proposers. At the interview, Proposers will be required to submit a CM/GC Management Price Percentage Proposal. Only shortlisted Proposers will be allowed to submit a CM/GC Management Price Percentage Proposal.

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

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

- A.** Multiple proposals from a single Proposer will not be considered.
- B.** No reimbursement will be made by CDOT for any costs related to the preparation of the Proposal, required documentation, interviews, presentations, discussions, the selection process, the contract negotiation process, and/or any related activities. These costs are the sole responsibility of the Proposer or Joint Venture.
- C.** The Proposer will include a full disclosure of all potential organizational conflicts of interest as outlined in **Section 1.15**.
- D.** No late proposals will be accepted for this Project. Any proposal received by CDOT after the time specified in **Section 2.3** shall be considered late and shall be returned to the Proposer.
- E.** This RFP, including all material submitted by Proposers, at any stage, including but not limited to the Procurement phase, selection, and any resulting contracts, are subject to the provisions of the Colorado Open Records Act (C.R.S. 24-72-201, *et seq.*) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. Material subject to open records laws includes, but is not limited to, all records, documents, drawings, plans, specifications, and other materials relating to the Project, the solicitation, and the conduct of CDOT business. CDOT will also follow and adhere to CDOT Policy Directive 508.2 for this RFP and resulting contracts.

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



as defined in **Section 3.1 and 3.3**. CDOT will follow CDOT Policy Directive 508.2 in determining disclosure of documents requested. CDOT will advise the Proposer of any request pursuant to the Colorado Open Records Act and any other applicable laws for the disclosure of any materials. Under no circumstances, however, will CDOT be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of the court, or occurs through inadvertence, mistake, or negligence on the part of CDOT or its officers, employees, contractors, or consultants.

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

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

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

- F.** CDOT reserves the right to reject any or all proposals. Proposals that do not meet the Minimum Proposal Requirements listed in **Section 2.2** will be rejected as non-responsive.
- G.** The unsuccessful Proposers may elect to participate in a debriefing within 5 business days after Award of the Contract. The debriefing shall be conducted within 10 business days after the selection.
- H.** The selected Proposer will be contracted for CM services and has a potential, but no guarantee, to be contracted for GC construction services for this Project. Therefore, the selected Contractor is not guaranteed to receive a Notice to Proceed to perform GC construction work. CDOT may terminate the CM services contract at the completion of the preconstruction phase due to lack of construction funding or failure to negotiate and reach an agreed on GC CAP.
- I.** If CDOT and the selected Proposer fail to reach a negotiated and accepted GC CAP and CDOT chooses to publicly advertise a new solicitation of the GC portion of this Project for bids, the selected Contractor will not be permitted to submit a bid.



## **2.2. MINIMUM PROPOSAL 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 this project. To be considered as qualified, interested firms shall have, as a minimum:

- A. Demonstrated a bonding capability up to \$20M for an individual project in addition to its current and anticipated bond commitment workload. **Provided a letter from a surety company indicating that the Proposer is capable of obtaining Payment and Performance Bonds covering Project No. FBR R400-371 and STA R400-372 Eastern Timber Bridge Replacement Program in Eastern Colorado, project codes 23010 and 23014, for at least \$20M.** The surety submitting the letter must be a surety company or companies licensed by the State of Colorado and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating “unlimited” bonding/security capability are not acceptable. Performance and Payment Bonds will be required at the time the Construction Agreed Price is negotiated, agreed to, and accepted by both parties. The final value of the Bonds will equal the final construction contract amount.**
- B. Provided CDOT with evidence of insurability that meets the requirements of Subsection 107.15 of the Standard Specifications for Road and Bridge Construction.** The Contractor or Joint Venture is not required to provide Professional Liability insurance certificates. CDOT may, at its election, implement an Owner Controlled Insurance Program (OCIP) for the construction of this Project. Lines of insurance coverage may include any or all of the following: Workers Compensation, Commercial General and Excess/Umbrella Liability, Contractors Pollution Liability, and/or Builders Risk. CDOT reserves the right to determine who participates in the OCIP.
- C. Been pre-qualified with the CDOT Contracts and Market Analysis Branch at the greater than \$20M level and satisfy all requirements of pre-qualification per the CDOT rules for prequalification, debarment, bidding and work on Colorado Department of Transportation road, highway, and bridge public projects per 2 CCR 601-10, Rules Governing Construction Bidding for CDOT Public within 14 days of the Proposal submittal deadline as shown in the Key Events Schedule below. Federal and State regulations require certification by prospective participants (including contractors, subcontractors, and principals) as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments.**
- D. Provide CDOT with a statement as to whether: 1) the Proposer, 2) any director, officer, partner, joint venture, stockholder of five percent or more of the Proposer, or 3) any Affiliate of the Proposer, is in any jurisdiction (Colorado or other jurisdiction):**
  - under notice of intent to debar/suspend has been debarred/suspended or is affiliated with another person who is under notice of intent to debar/suspend or has been debarred/suspended and the current status of any such debarment/suspension?;**
  - failed to complete any contract awarded to the above?**
  - failed to complete a contract while working for another company or**



**managing a contract under their own names?  
indicted/convicted of bid/contract related violation in the past 6 years?**  
Met all of the Proposal Submittal requirements of Section 2.8.

E. Provided CDOT with a signed Anti-Collusion Affidavit, CDOT form #606 with the initial proposal materials.

**2.3. KEY EVENTS SCHEDULE AND RFP DATES**

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

| <b>Public Notice Phase</b>                         | <b>Date</b> | <b>Time</b>  |
|--|-------------|--------------|
| Advertisement/ Notification of Request for Letters | 5/7/2020    |              |
| Optional Project Specific Info Meeting             | 5/21/2020   | 10:00 a.m.   |
| Submittal of Letters of Interest                   | 6/4/2020    | 10:00 a.m.   |
| First Advertisement of RFP                         | 6/11/2020   |              |
| Optional Confidential One-on-one Briefings Meeting | 6/23/2020   | as requested |
| Final RFP Questions or Comments Due                | 7/2/2020    |              |

| <b>Short List Phase</b>               | <b>Date</b> | <b>Time</b> |
|---------------------------------------|-------------|-------------|
| Submittal of Proposal                 | 7/16/2020   | 10:00 a.m.  |
| Short Listing Selection Panel Meeting | 8/7/2020    |             |
| Chief Engineer Short List Concurrence | 8/10/2020   |             |
| Notification of Short List Candidates | 8/14/2020   |             |

| <b>Selection Phase</b>                                | <b>Date</b> | <b>Time</b> |
|---|-------------|-------------|
| Selection Panel Meetings (Interviews)                 | 9/4/20      |             |
| CM/GC Management Price Percentage Proposals Submitted | 9/4/20      |             |
| Chief Engineer Selection Concurrence                  | 9/8/2020    |             |
| Contractor Notification                               | 9/9/2020    |             |
| Contract Execution/NTP                                | 10/13/2020  |             |



#### **2.4. OPTIONAL CONFIDENTIAL ONE-ON-ONE BRIEFING**

The optional confidential one-on-one briefing will be held as per Section 2.3 via virtual teleconference, which will be scheduled on June 23, 2020. This meeting will permit all potential proposers to meet with CDOT and discuss questions about this project in a confidential forum. The CDOT Project Management Team for the Project will be present. Each meeting will be 50 minutes.

To schedule a confidential one-on-one meeting, by June 16, 2020, potential proposers must send an email request to the CDOT project manager (Section 1.6), with the potential proposer's three preferred, 50-minute segments, beginning on the hour, starting at 8:00 – 4:00. CDOT will add additional slots if it receives more than seven requests.

#### **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 publicly available to all Proposers on the CDOT webpage. Following receipt of proposals, any changes to the RFP will be conveyed in writing to those Proposers determined to have met the minimum qualifications.
- B.** Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request to the CDOT Project Manager at the address set forth above. The request shall specify the provision and section of the RFP in question, and, if a change is requested, contain an explanation for the requested change. CDOT will not respond to questions or change requests received after time specified in Section 2.3 – Final RFP Questions or Comments Due.
- C.** CDOT will evaluate any questions and/or requests submitted but reserves the right to determine whether to respond or accept the requested change. All questions, requests for clarification, or RFP change, and CDOT's response will be posted on the Project advertisement site in Q & A form.
- D.** Proposers shall not rely on oral or written instruction changes or clarifications regarding this RFP, unless issued in writing by the CDOT Project Manager as an addendum.
- E.** Proposers must acknowledge all issued addenda in their submittal and proposal.

#### **2.6. CONTRACTOR PROTEST RULES**

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

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

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



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

## **2.7. AWARD OF CONTRACT**

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

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

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

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

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

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

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

- A.** Timely deliver one (1) electronic copy of your firm's project proposal in .pdf format to [roberta.s.lopez@state.co.us](mailto:roberta.s.lopez@state.co.us). See submission deadline, Section 2.3.
  - The maximum file size, if sent to only one CDOT email address, is 25MB. Smaller .pdf files are required if Proposers send proposals to other CDOT individuals in the same email (including cc: and bcc:). For instance, Proposers are limited to a maximum file size of 5MB, if sent to 5 CDOT recipients (including cc: and bcc:).
  - Proposers may send one or more submission practice test .pdf file(s) to: [roberta.s.lopez@state.co.us](mailto:roberta.s.lopez@state.co.us), at least three days ahead of the RFP deadline. CDOT will respond with receipt status. This file will be deleted by CDOT.
  - Alternatively, Proposers may break up their proposal into several .pdf files to meet the file size limitation and send those files to [roberta.s.lopez@state.co.us](mailto:roberta.s.lopez@state.co.us) in multiple separate emails. CDOT will only score those .pdf files that it receives by the date and time laid out in Section 2.3.

### **B. Proposal Format:**





- Submittals shall be formatted with section headers/ tabs in the exact form and alphanumeric sequence of the Scoring Form B-1 in Appendix B. Additional information, if provided, shall appear at the end of the submittal under its own header/tab(s);
  - All submittals shall use minimum font size of 11 Times New Roman and minimum font size of 10 Time New Roman on charts, graphs, and figures;
  - Cover or Introductory Letter (1-page limit - 8-1/2” x 11” electronic paper size);
  - Proposal Section (5-page limit, 8-1/2” x 11” electronic paper size, and up to 3 of the 5 pages can be on 11”x17” electronic paper size);
  - An Optional Section (5-page limit, 8-1/2” x 11” or 11” x 17” paper size);
  - The Commendation Section for awards or letters of recommendations from past clients (5-page limit – 8-1/2” x 11” electronic paper size); and
  - Appendix Section (10-page limit - 8-1/2” x 11” electronic paper size).
  - CDOT will only evaluate and score conforming information contained within submitted .pdfs. If submitted .pdfs contain links to videos, URLs, and other sources, those links are deemed non-conforming and the information accessible via those links will not be evaluated or scored.
- C. CDOT shall evaluate submittals in accordance with criteria as indicated in Section 3.1 and ranked on the corresponding Scoring Form B-1 in Appendix B.
- D. Responses to all items shall be complete; Proposers are encouraged to cross-reference to other sections of their proposal where applicable to avoid duplication.
- E. All references and contact information shall be current and relevant.
- F. The optional section may include supplemental materials for risk assessments, cost model examples, processes, and additional photos, exhibits, or schedules.
- G. An appendix section will be included in the proposal. This section will include resumes, statement regarding debarment, Surety Letters, and evidence of insurability. Resumes and references for team members should be limited up to the Tier I and Tier II Key Personnel. Statements regarding debarment, Surety Letters and evidence of insurability DO NOT count toward the appendix page limit.
- H. Tabs, covers, and tables of content pages DO NOT count toward the page count. Hard copy binding of Proposals is unacceptable. All proposals must be submitted electronically.

## **2.9. ORAL INTERVIEWS – STEP 2**

### **A. Short List**

From the proposals received, the CDOT Selection Panel will determine a short list of the top three Proposers using the scoring indicated on the enclosed **Scoring Form B-1** in **Appendix B**.

### **B. Oral Interview**

Mandatory oral interviews may be conducted via teleconference or in person and shall be conducted for the shortlisted firms only. Interview times and location will be arranged by CDOT



per Section 2.3 and are subject to change; all shortlisted firms will be notified in advance. Oral interviews will be evaluated on the enclosed **Scoring Form B-2** in **Appendix B**.

## **2.10. CM/GC MANAGEMENT PRICE PERCENTAGE - STEP 3**

CM/GC Management Price Percentage Proposals will not be submitted with the initial proposal but are required to be submitted to the CDOT Contracting Officer at the oral Interviews by short list Proposers using **Scoring Form B-3** in **Appendix B**, in either a sealed hard copy or electronic copy via email, based on whether the interview is held via teleconference or in person.

Only one copy of Form B-3 is required on the scheduled submission date. The CM/GC Management Price Percentage Proposal will remain sealed/unopened until after the qualitative scoring and will then be opened after the Selection Panel Interview Meetings. The **CM/GC Management Price Percentage Proposal** will be scored in a blind evaluation, separate from the technical proposal and oral interview.

The CM/GC Management Price Percentage Proposal will then be given a point score in accordance with **Section 3.3**. CM/GC Management Price Percentage Proposals shall be submitted on the **Form B-3** provided in **Appendix B** without modification.

The **CM/GC Management Price Percentage proposals** shall include a summary of information used in establishing the CM/GC Management Price Percentage. The evaluation criteria for the CM/GC Management Price Percentage Proposal can be found in **Section 3.3**. Other indirect and non-reimbursable costs outlined in **Appendix C** must be integrated into the **CM/GC Management Price Percentage Proposal** narrative.

The CM/GC 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 CM/GC Management Price Percentage shall include all profit and indirects as defined in **Appendix C**. Summaries must include the line items detailed in **Appendix C**.

## **2.11. CM/GC MANAGEMENT PRICE PERCENTAGE PROPOSAL ELECTRONIC FORMAT:**

- A.** Submittals shall be formatted and contain headers/tabs in the exact form and alphanumeric sequence to include the following:
  - CM/GC Management Price Percentage Proposal Form B-3 (one page – **Appendix B**)
  - CM/GC Management Price Percentage Summary Information (two-page limit – summary page)
  - Paper must be 8 ½” X 11” paper, and all submittals shall use a minimum font size of 11 Times Roman.
- B.** CM/GC Management Price Percentage Proposal Form B-3 in Appendix B must be filled out in its entirety.
- C.** All content, as required in **Section 3.3**, must be integrated into a narrative and into sheets as instructed. These items can be found on the Construction General Conditions in **Appendix C**.
- D.** Any submitted CM/GC Management Price Percentage Proposal lower than 7% will be rejected.



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## SECTION 3 – PROPOSAL CONTENT AND EVALUATION CRITERIA

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

#### Proposal Evaluation Criteria

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

#### I. Proposal Section

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

- Provide a description of the composition of your Project Key Personnel. If your team is a Joint Venture or association, indicate specific responsibilities of each member and firm of the team.
- Provide, identify and discuss the qualifications of the Key Personnel. Include the following for each member of the proposer's team:
  - Provide job descriptions, responsibilities, and authority for each team member;
  - Provide a list of the concurrent projects, responsibilities, and commitments during the duration of the Project;
  - Current home office location;
  - Qualifications and past construction experience relevant to this Project, in addition to length of time performing those job duties;
  - Unique knowledge of team members related to the project;
  - Length of time with the firm for each key team member and in length of time for overall experience pertinent to the scope;
  - Experience on similar projects as a team; and
  - Provide resumes and two current (within last three years) references for the Key Personnel in an appendix to the Proposal. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; **telephone numbers must be current as of proposal due date.**
- TIER 1: One staff member should include the Project Manager role as a Key Person for the Project, and should have the following Tier I skills, experience and knowledge:
  - Project Manager
    - This person serves as overall PM for the CM services and, if awarded the GC contract, GC construction services and will be the main point of communication to the Project team;
    - This person shall remain in this role for the duration of the project and is not permitted to fulfill any Tier II responsibilities;
    - This person should have a minimum of 10 years of experience managing projects and a history of performing preconstruction



input, and analysis; and

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



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

- Construction Management
  - The required skill set of the Construction Manager will depend on the complexity, size, and scope of the associated construction package.
  - For purposes of the proposal, only one example Construction Manager should be proposed on the submitted Organization Chart as this position is subject to change.
  - Anticipated time commitment: 20-40% during preconstruction, and 100% during construction.
- TIER III: Technical Experts will make-up Tier III of the organization structure. Technical Experts are expected to attend relevant Project meetings. Tier III staff should provide the following skillsets, knowledge, and experience:
  - Bridge Structures (including Culverts),
  - Material Expertise,
  - Construction Phasing,
  - Utilities,
  - Public Information,
  - Safety,
  - Roadway
- Multiple Tier II and III skillsets may be fulfilled by one individual if adequate justification is made in the proposal to define who is fulfilling what role and their qualification. Proposers shall identify a lead person for each skillset.
- Provide a separate graphic showing organizational structure chart, complete with working titles for the team during the preconstruction phase. Provide an explanation of any variation to the anticipated Key Personnel time commitments stated above.
- Identify and explain the need for any additional Key Personnel necessary to the success of the Project.

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

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

**C. Contractor Capability (9 Points)**



- **Prior Project Experience/Performance/References**

Provide a summary of previous experience relevant to the general scope of work for this Project. Provide two or more relevant CDOT projects/programs that demonstrate the Proposer's ability to be successful on this Project. For each listed project or experience please include owner and architect/engineer references and contract information; CDOT may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

Provide at a minimum:

- The project/contract name;
  - Project delivery method;
  - Description of services provided;
  - Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders;
  - Description of project schedule performance, including initial schedule, and reasons for schedule change;
  - Key assigned in-house staff and their level of involvement;
  - Subcontracts (service) used in the performance of the contract;
  - Reference(s) for Owner and Design Consultants; and
  - Coordination with stakeholders, if any.
- All references submitted shall be current (within the last three years) for relevant projects. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of proposal due date.

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

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

- **Preconstruction Services:** In an attempt to describe the means and methods that will be used to support the design development and decision-making process please discuss the following:
  - Discuss your approach to providing successful CM services based on prior experience and how it applies to maximizing CDOT's Project goals.
  - Discuss your approach to reviewing design; minimizing and/or eliminating re-design efforts, providing real-time constructability feedback; ongoing innovation, resources, packaging, traffic phasing, critical path, etc.
  - Describe additional unique resources and capabilities that your company will bring to preconstruction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
  - Describe your approach the phasing of work elements in order to optimize the schedule and potentially incorporate additional design features with limited re-work to maximize available funding on the project.
- **Construction Services:** In an attempt to describe the means and methods that will be used to support the construction and decision-making process please discuss the



following:

- Provide a description of the major Project features the Proposer can self-perform, including qualifications to do such.
- Explain how the Proposer will be flexible and adaptable in allowing for single or multiple construction packages and CAPs.
- Describe your approach for a subcontractor selection plan that describes your business process for the below-mentioned items.
  - Discuss how you will ensure your sub-contractors are capable and will provide work that is within schedule, high quality workmanship, and adheres to your safety standards.
  - Identify elements of work for subcontracting opportunities, work elements that will allow for equal opportunity, and types of outreach programs you will use to include small and disadvantaged businesses for this Project.
  - Discuss what mechanisms you will use to solicit reliable bids from subcontractors, lock in item costs for CAP and in the event additional work is needed during construction.
- Describe additional unique resources and capabilities that your company will bring to construction and how these unique resources and capabilities will be beneficial in achieving the Project goals.

#### **E. Project Innovations (7 Points)**

In conjunction with your team's Project Approach, your team may have some innovative ideas that could increase the likelihood for Project success. The Selection Team will consider how well your innovative ideas help balance the Project goals. Any innovations proposed need to be practical and implementable.

- Provide innovative ideas and discuss both ideas as follows:
  - Describe the innovation, how it will be implemented and how it will aid in meeting the Project goals (3.5 Points).
  - Describe impacts of the innovation(s) on time, cost, quality, and safety (3.5 Points).
- All innovative ideas presented by the Proposer will be considered proprietary in accordance with Section 2.1.E of this RFP.

#### **F. Approach to Risk, Schedule, and Cost (11 Points)**

- Discuss Risk, Schedule, and Cost and how they are elements critical to the success of CM/GC projects and processes. As each Opinion of Possible Construction Cost (OPCC) or Construction Agreed Price (CAP) is developed, risk, schedule, and major assumptions need to be evaluated and discussed. How and when the Contractor communicates these items to CDOT is critical for a successful CM/GC project. Describe how you see your company making this successful.

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



*A. Structural Construction*

Structures F-19-E, F-20-L, F-20-J, G-21-A, C-22-K, D-24-O, D-25-E, 034B206492BR, D-28-C, and D-28-D will be replaced utilizing ABC slide-in-bridge construction (at sites where it is economical and feasible) and bridge bundling. The goal is to leverage both ABC and bridge bundling to limit impacts to traffic, reduce construction schedule, and reduce cost.

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

- Cost Model Approach
  - Demonstrate how your cost model would be developed, the basis of assumptions, and how it communicates information necessary for decision making.
  - Provide a description of your approach discussing the following, at a minimum:
    - Assumptions, risk, opportunities, innovation, market conditions, limited or significant market competition, subcontracting opportunities, means and methods, and potential challenges in the current design or feature that could impact schedule and cost.
    - Innovative cost savings, opportunities, and value to the Project.
    - Use of CDOT bid items cost data and other methods (CDOT Bid Item Book located at: <http://www.coloradodot.info/business/eema>) for cost evaluation and comparison.
    - Approach to the development of estimate factors such as escalation factors, fuel pricing, material sources, labor rates, craft labor agreements, availability of skilled craftsman.
    - Approach to equipment availability and rental rates.
    - Approach to developing production rates.
    - Approach to estimating indirect/overhead costs.
  - Provide a description of your approach to developing and reconciling quantities.
- Schedule Approach
  - Discuss what design aspects you would recommend to the designers that would reduce schedule or add benefit to the Project.
  - Discuss what construction elements or features your team will use to reduce schedule or provide added benefit to the Project.
  - Discuss factors that would affect schedule such as outside constraints, seasonal work, materials, equipment and labor





availability, etc.

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

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

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

The structure of the oral interview will be as follows:

- A. **Short Presentation (10 Points):** Summarize the Proposal and describe the Contractor's Innovative Ideas and Unique Resources (15 Minutes). The Proposer needs to communicate to the Selection Panel why they should be chosen. What strategies and abilities does the Proposer bring to this CM/GC Project to distinguish them from the other shortlisted candidates? Limit the presentation to the most critical points of the Proposal and focus on what your team can bring to the table and why.
- B. **Team Challenge (15 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:
  - Challenge Understanding
  - Recognition of Key Points and Ideas
  - Team Collaboration
  - Communication Skills
  - Understanding of CM/GC Delivery Method, Context Sensitive Solutions, and Environmental Commitments
  - Understanding of Project Goals



C. **Question and Answer Session with the Selection Panel (15 Points):** The questions asked in this session will be the same for each Proposer but follow-up questions to clarify Proposer answers will be allowed. Proposers will be given 25 minutes total to listen/read and respond one question at a time for a total of [number – usually 5] questions and respond to the Selection Panel. The interview presentation and question/answer scoring will be based on the following criteria:

- Project Understanding,
- Project Approach,
- Project Innovation,
- Communication Skills,
- Understanding of CM/GC Delivery Method, although CM/GC experience is not required to compete for this project and is not a scored element, and
- Team Approach with Designer.

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**3.3.**

**EVALUATION CRITERIA FOR CM/GC MANAGEMENT PRICE PERCENTAGE PROPOSAL (10 Points Possible)**

**A. CM/GC Management Price Percentage – 10 Points**

Proposers shall state their proposal CM/GC Management Price Percentage, carried out to four decimal points (e.g. 0.0000%), which will be applied to all construction packages. The CM/GC 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 CM/GC Management Price Percentage shall not change regardless of the final, negotiated amount of the CAP for Early Construction and Construction Phases.

The CM/GC Management Price Percentage breakdown shall show the breakdown of all components used in establishing the percentage. The intent of the CM/GC Management Price Percentage is to define the cost and level of effort for the CM/GC to deliver the Project within the CAP. The CM/GC 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 CM/GC Management Price Percentage score will be determined by comparing each firm’s sealed/unopened CM/GC Management Price Percentage with the lowest CM/GC Management Price Percentage being equivalent to the maximum score of 10 points. To score each price percentage, the Selection Panel will use the following example formula:

Scoring of the CM/GC Management Price Percentage:

Example: Assume the lowest CM/GC Price Percentage of 10%.

|         |            |                           |
|---------|------------|---------------------------|
| FIRM A: | <u>10%</u> | X 10 points = 10 points   |
|         | 10%        |                           |
| FIRM B: | <u>10%</u> | X 10 points = 7.69 points |
|         | 13%        |                           |
| FIRM C  | <u>10%</u> | X 10 points = 6.25        |
|         | 16%        |                           |

The resulting score will be added to the individual Proposer’s Scoring Form B-3: CM/GC Management Price Percentage Proposal Form C-3 that will be included in the sealed/unopened 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 TEAM | REQUIRED OF CDOT/ OTHERS |
|---|------------------------|-------------------------|--------------------------|
| <b>PHASE: PRECONSTRUCTION</b>   |                        |                         |                          |
| <b><u>INITIAL PROJECT SCOPING MEETING (WORKSHOP)</u></b>  |                        |                         |                          |
| A. CM/GC AND PARTNERING INTRO SESSION   | 2                      | 2                       | 1                        |
| B. PROJECT SITE VISIT AND INSPECTION  | 1                      | 2                       | 2                        |
| C. PROJECT STATUS, GOALS, ELEMENTS, OBJECTIVES, DESIGN SCHEDULE REVIEW  | C                      | C                       | C                        |
| D. IDENTIFY PROJECT RISKS AND DEVELOP INITIAL RISK MANAGEMENT PLAN AND RISK REGISTER  | C                      | C                       | C                        |
| E. REVIEW APPLICABLE ENVIRONMENTAL DOCUMENTS (ROD, FONSI, ETC.)   |                        | 1                       | 1                        |
| F. INDEPENDENT DESIGN AND AS-BUILT REVIEW   |                        | 1                       | 1                        |
| G. DEVELOP PROJECT SCHEDULE AND TASKS   | 1                      | 2                       | 1                        |
| H. SCHEDULE BI-WEEKLY PROGRESS, FIR, FOR, AND MILESTONES MEETINGS   | 2                      | 1                       | 1                        |
| I. IDENTIFY DESIGN CRITERIA   |                        | 1                       | 2                        |
| J. DISCUSSION OF POSSIBLE EARLY DELIVERY AND LONG LEAD TIME ITEMS   | 1                      | 2                       | 2                        |
| K. ANALYSIS OF PROJECT PHASING AND MULTIPLE PS&E PACKAGES   | 1                      | 2                       | 2                        |
| L. DEVELOP DOCUMENT REVIEW AND NAMING CONVENTION STANDARDS  | 2                      | 1                       | 1                        |
| L. QUESTION AND ANSWER SESSION  | 2                      | 2                       | 1                        |
| <b>PROGRESS MEETINGS</b>  |                        |                         |                          |
| A. CDOT/PM, C/PM, CMGC/PM   | C                      | C                       | C                        |
| B. PROJECT MEETING MINUTES  | 2                      | 1                       | 2                        |
| <p>The managers and team members will meet periodically as required (typically at two-week intervals). These progress meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:</p> <ul style="list-style-type: none"> <li>• Activities required to be complete since last meeting (Action Items)</li> <li>• Problems and challenges encountered/anticipated and potential solutions</li> <li>• Project Schedule Updates (Design and Construction)</li> <li>• Action Items</li> <li>• Coordination and communication required with: <ul style="list-style-type: none"> <li>▪ Team Members</li> <li>▪ CDOT Specialty Units</li> <li>▪ Other</li> </ul> </li> </ul> <p>The CDOT/PM will provide meeting minutes that include details discussed, notes, and all action items relating to the meeting within one week of the meeting.</p> |                        |                         |                          |

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

**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

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

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

**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

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

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

**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

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

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

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

**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

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

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

**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

| CONSTRUCTION MANAGEMENT SERVICES  | REQUIRED OF CONTRACTOR | REQUIRED OF DESIGN TEAM | REQUIRED OF CDOT/ OTHERS |
|---|------------------------|-------------------------|--------------------------|
| <b>PHASE: PRECONSTRUCTION</b>   |                        |                         |                          |
| <b>CAP Proposal and Negotiations</b>  | 1                      |                         |                          |
| Notify CDOT/PM at a point where CAP proposals can be sufficiently prepared.   | 1                      | 2                       |                          |
| Supply cost model and assumptions to ICE and Engineer Estimate.   |                        |                         | 1                        |
| Supply EBS and Construction Contract Checklist to CMGC Contractor.  | 1                      |                         |                          |
| Prepare and submit construction CAP proposals.  |                        |                         | 1                        |
| Procure independent cost estimate.  | 1                      |                         |                          |
| Submit an electronic EBS to the CDOT/PM for each phase.   | 1                      |                         |                          |
| Review the construction CAP proposals and compare to Engineer's Estimate and ICE.   | 1                      |                         | 1                        |
| Negotiate final CAPs for each phase.  | 1                      |                         | 1                        |
| 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. |                        |                         |                          |
|   |                        |                         |                          |
|   |                        |                         |                          |
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LEGEND: C =COLLABORATIVE RESPONSIBILITY, 1 = PRIMARY RESPONSIBILITY, 2 = SECONDARY RESPONSIBILITY

## APPENDIX B: EVALUATION AND CM/GC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORMS

### PROPOSAL, ORAL INTERVIEW EVALUATION SCORING NOTES:

- i. CDOT has developed a CM/GC 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 CM/GC 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. Points 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 CM/GC 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: |   |
| Score<br><b>5</b>   | 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. |
| <b>4</b>  | 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.   |
| <b>3</b>  | 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.  |
| <b>2</b>  | 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.                        |
| <b>1</b>  | 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.                           |

CM/GC MANAGEMENT PRICE PERCENTAGE PROPOSAL EVALUATION SCORING NOTES:

1. Determine score for each firm’s sealed/unopened CM/GC Management Price Percentage Proposal. The maximum point total for this section is 10 points.

A. CM/GC Management Price Percentage 10 Points Maximum

- Must include all supporting information required in Section 3.4 and on Form B-3
  - CM/GC Management Price Percentage Scoring information is described in Section 3.4 of this RFP.

TOTAL SCORING EVALUATION SCORING NOTES:

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

| Section:                                   | Score                    |
|--|--------------------------|
| Proposal                                   | 50pts (Scoring Form B-1) |
| Interview                                  | 40pts (Scoring Form B-2) |
| CM/GC Management Price Percentage Proposal | 10pts (Scoring Form B-3) |

The score from the qualitative evaluations from all Selection Panel Members will be averaged to produce the total overall score for each Proposer.

2. After the evaluation of the Proposal, the three highest ranked Proposers will be short listed and be invited to interview and submit sealed/unopened CM/GC Management Price Percentage Proposals.
3. The Proposer with the highest total score in all sections will be recommended by the Selection Panel to CDOT’s Chief Engineer to be selected.

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

Name of Firm: \_\_\_\_\_

Name of Project: \_\_\_\_\_

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

RFP Reference: Meets Minimum Requirements      YES \_\_\_\_ NO \_\_\_\_

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

|          |   |  |   |   |   |  |
|----------|---|--|---|---|---|--|
| <b>1</b> | <b><u>Composition and Commitment of the Key Personnel: 9 Points Maximum</u></b> | Average Score –<br>All Evaluators  | x | Weight  | = | Points<br>Earned   |
|          | Composition and Commitment of Key Personnel                                     | <input style="width: 100px; height: 20px;" type="text"/>   |   | <input style="width: 50px; height: 20px;" type="text" value="0.09"/>  |   | <input style="width: 50px; height: 20px;" type="text"/>  |
| <b>2</b> | <b><u>Safety Record and Performance: 5 Points Maximum</u></b>                   | Average Score –<br>All Evaluators  | x | Weight  | = | Points<br>Earned   |
|          | Safety Record and Performance   | <input style="width: 100px; height: 20px;" type="text"/>   |   | <input style="width: 50px; height: 20px;" type="text" value="0.05"/>  |   | <input style="width: 50px; height: 20px;" type="text"/>  |
| <b>3</b> | <b><u>Contractor Capability: 9 Points Maximum</u></b>                           | Average Score –<br>All Evaluators  | x | Weight  | = | Points<br>Earned   |
|          | Contractor Capability   | <input style="width: 100px; height: 20px;" type="text"/>   |   | <input style="width: 50px; height: 20px;" type="text" value="0.09"/>  |   | <input style="width: 50px; height: 20px;" type="text"/>  |
| <b>4</b> | <b><u>Strategic Project Approach: 9 Points Maximum</u></b>                      | Average Score –<br>All Evaluators  | x | Weight  | = | Points<br>Earned   |
|          | Strategic Project Approach  | <input style="width: 100px; height: 20px;" type="text"/><br><input style="width: 100px; height: 20px;" type="text"/> |   | <input style="width: 50px; height: 20px;" type="text" value="0.09"/><br><input style="width: 50px; height: 20px;" type="text"/> |   | <input style="width: 50px; height: 20px;" type="text"/><br><input style="width: 50px; height: 20px;" type="text"/> |
| <b>5</b> | <b><u>Project Innovations: 7 Points Maximum</u></b>                             | Average Score –<br>All Evaluators  | x | Weight  | = | Points<br>Earned   |
|          | Project Innovations   | <input style="width: 100px; height: 20px;" type="text"/>   |   | <input style="width: 50px; height: 20px;" type="text" value="0.07"/>  |   | <input style="width: 50px; height: 20px;" type="text"/>  |
| <b>6</b> | <b><u>Approach to Risk, Schedule, and Cost: 11 Points Maximum</u></b>           | Average Score –<br>All Evaluators  | x | Weight  | = | Points<br>Earned   |
|          | Cost Model Approach   | <input style="width: 100px; height: 20px;" type="text"/>   |   | <input style="width: 50px; height: 20px;" type="text" value="0.11"/>  |   | <input style="width: 50px; height: 20px;" type="text"/>  |

**TOTAL SCORE: (50 Points Maximum):** \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_  
 Name of Project: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Oral Interview Section: 40 Points Maximum**

| <b>Oral Interview Scoring Criteria</b> | Average Score –<br>All Evaluators | x | Weight                           | = | Points<br>Earned     |
|--|-----------------------------------|---|----------------------------------|---|----------------------|
| Short Presentation                     | <input type="text"/>              | x | <input type="text" value=".1"/>  | = | <input type="text"/> |
| Team Challenge                         | <input type="text"/>              | x | <input type="text" value=".15"/> | = | <input type="text"/> |
| Questions and Answer Session           | <input type="text"/>              |   | <input type="text" value=".15"/> | = | <input type="text"/> |

**TOTAL SCORE: (40 Points Maximum):** \_\_\_\_\_

**COLORADO DEPARTMENT OF TRANSPORTATION  
 SCORING FORM B-3: CM/GC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORM  
 CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES**

\_\_\_\_\_ Date                      \_\_\_\_\_ Project number                      \_\_\_\_\_ Project Title

Name of Firm: \_\_\_\_\_

Acknowledge receipt of Addendums No. \_\_\_\_ No. \_\_\_\_ No. \_\_\_\_

**CM/GC Management Price Percentage Proposal Section: 10 Points Maximum**

For instructions, requirements, and scoring for the CM/GC Management Price Percentage see Section 3.4. This form only requires CM/GC Management Price Percentage.

1 **CM/GC Management Price Percentage (10 Point Maximum)**

|   |
|---|
| % |
|---|

(Contractor Required Input Above)

Normalized: 

|   |
|---|
| % |
| % |

 x 

|    |
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| 10 |
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\* Note: Scoring calculation will be conducted by the Selection Panel. See Section 3.4 for instructions.

**TOTAL SCORE: (10 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

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

## APPENDIX D: CDOT PUBLIC INFORMATION SPECIFICATIONS

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### REVISION OF SECTION 626 PUBLIC INFORMATION MANAGEMENT (TIER IV)

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

#### **DESCRIPTION**

This work consists of providing Public Information Management throughout the duration of the project. The contractor shall submit the Public Information Management deliverables to the Project Engineer for approval. Prior to approval by the Engineer, the Region Communications Manager (RCM) will also review deliverables.

Anticipated communications issues on this project include:

- (1) Construction Package start of construction and anticipated duration.
- (2) Expected delays due to possible detours and durations.
- (3) Events during construction that will cause larger traffic delays. (i.e. bridge demolition, girder erection, and deck pours)

#### **CONSTRUCTION REQUIREMENTS**

- (a) *Public Information Manager (PIM)*. The Contractor shall designate a PIM who shall be responsible for all activities associated with Public Information Management for this project. Within ten days following the date of the Notice to Proceed, the Contractor shall submit the name, contact information, and resume of the PIM and the Backup PIM for approval by the Engineer. The RCM will also review the PIM's and Backup PIM's resume. The PIM shall be identified, approved, and able to perform all requirements in this Section at least 14 days before the start of work. If this is not feasible, the Contractor is responsible for the project start-up deliverables and the individual preparing the deliverables shall meet the minimum qualifications of the PIM. The PIM shall have a minimum of five years of professional experience in public/media relations, marketing, or other related field and good verbal and written communication skills. Administrative/business office experience is not considered experience in a related field.
- (b) *Activities of the PIM*. From the Notice to Proceed through the \* Final Acceptance of the project, the PIM shall be responsible for the following:
  - (1) *Project Onboarding Checklist*. The PIM or Backup PIM shall complete and update the Project Onboarding Checklist (<https://form.jotform.com/71167524405150>) on a monthly basis or as requested by the Engineer. The checklist will assist the PIM and CDOT with tracking required activities and deliverables.
  - (2) *On-Call*. The PIM shall be available or on-call each day there is work on the project and shall be available upon the Engineer's request outside of normal working hours.
  - (3) *Public Information Office*. The Contractor shall establish a public information office equipped with a telephone, a local telephone number with voicemail, a computer, and an email address. The public information office may be located within the project office, off-site, or within the PIM's office. The telephone line will be the Project Hotline and shall be included on the Project Information signs. The voicemail greeting shall be updated at least weekly. The greeting will include the project's completion date, forthcoming activities for the update period, and allow the caller to leave a voice message. The PIM shall answer calls, check voicemail and email messages, and respond to messages throughout each day that construction operations are in effect. The PIM, and when necessary the Engineer, shall respond to all inquiries with a phone call, a voice message, or an email within one work day. The PIM shall document the name, contact information, either a phone number or email address, and the action taken. Within two days of receiving the message, the PIM or Backup PIM shall enter message details and follow-up action into Dialog.
  - (4) *Lane Closure Reporting*.

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REVISION OF SECTION 626  
PUBLIC INFORMATION MANAGEMENT  
(TIER IV)

- (i) *Dialog Project Account.* At the Pre-construction Conference, the PIM shall submit a “Request for Dialog Account” to the Engineer. The Engineer will provide the Contractor a login and password for the Dialog Customer Service Program and the Lane Closures and Updates Program. At least once per week, the PIM or Backup PIM shall be responsible for entering project information into the Dialog Project Account.
  - (ii) *Weekly Lane Closures.* The PIM shall enter the planned weekly lane closures and updates into the Dialog Program by Thursday at 12:00 P.M. for the upcoming Sunday through Saturday. The information will be included on the website, [www.cotrip.org](http://www.cotrip.org), and a media report. The PIM shall develop Traffic Advisories that include lane closure and update information. The PIM or Backup PIM shall notify the Engineer and the RCM one week in advance of all planned “no work” periods. The Engineer will approve the Lane Closure and Updates by each Friday at 3:00 P.M.. Each Monday by 12:00 P.M., the PIM shall review [www.cotrip.org](http://www.cotrip.org) and verify that the lane closure and update information is accurate. If corrections are necessary, the PIM shall coordinate those corrections to [www.cotrip.org](http://www.cotrip.org) with the Engineer.
  - (iii) *Real-Time Lane Closure Changes.* The PIM or Backup PIM shall notify the Engineer at least 24 hours in advance for changes to an approved Lane Closure. The Engineer will notify the PIM when the Dialog Program record is available for changes. After changes are made, the PIM shall notify the Engineer that the changes are ready for review and approval.
- (5) *Public Information Collateral.* The PIM shall develop a variety of Public Information Collateral to share project information with the public as necessary for major project milestones such as long-term closures or impactful construction activities. Collateral includes the following:
- (i) *Photographs and Video Recordings.* The PIM shall take photographs and video recordings on regular intervals and submit them to the Engineer and the Region Communications Manager. A cell phone camera is permitted. Photographs and video recordings may capture traffic control, paving, slope repair, erosion control, bridge deck, and rail work activities. Photographs and video recordings may also include other key areas of work as identified by the Contractor or the Engineer and will be used in Public Information Collateral. The Contractor shall submit a minimum of two digital photographs or video recordings each month to the Engineer. Each photograph and video recording shall include project number, project code, date, time, location and station or milepost, and name of person taking the picture or video recording.
  - (ii) *Web Page Updates.* The PIM shall work with CDOT to develop the latest project information for the internet web page content. The PIM shall supply information for the web page using the CDOT web page template. When applicable, the updates shall contain all appropriate web page links to and from other sites. The PIM shall provide updated information at least weekly. CDOT will update the web page.
  - (iii) *Project Fliers.* The Contractor or PIM shall develop Project Fliers using the CDOT template and shall include CDOT’s logo, and at the Engineer’s discretion may include the project logo. The Contractor or PIM shall contact the Engineer for copies of the templates. At least 14 days prior to delivering Project Fliers, the Contractor or PIM shall prepare and submit a draft of the flier to the Engineer. The Engineer’s review will not exceed seven days. Fliers shall be approved by the Engineer before distribution. Fliers shall be delivered in person, by mail, and by email. The list of recipients shall be developed via <http://uspseverydoordirectmail.com>, the use of a mailing list from county GIS mapping, or other approved method. An email containing the flier shall be sent to stakeholders identified in the Stakeholder List. The RCM will post the Project Fliers on social media.

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PUBLIC INFORMATION MANAGEMENT  
(TIER IV)

This project requires Project Fliers at the following milestones:

1. Initial Project Flier
2. Traffic detour start and end
3. Work activities and anticipated delay that may be occurring during any anticipated harvest times or major events

Initial Project Flier. At least four days prior to the start of work, the PIM shall deliver one approved flier per property owner and tenant within 5 miles of the project limits. The Initial Project Flier shall provide the project start and end dates, project location, description of work, traffic impacts, scheduled work hours and work days, the Project Hotline, email address, web address, project map, photo of project area, and a construction safety message as defined by CDOT. The estimated number of printed fliers is 50 per structure location.

- (iv) *Media Relations.* The PIM shall develop media releases using the CDOT template. The releases shall include detour maps or other visual aids. The PIM shall develop media releases based on major construction milestones such as project start, lane shifts, a traffic switch, closures, and on other occasions as directed by CDOT. At least 14 days prior to the construction milestone, the PIM shall submit a draft to the Engineer for approval. The Engineer's review will not exceed seven days. The media release shall be approved by the Engineer before distribution. CDOT will distribute media releases.

At least 14 days prior to the start of work, the Contractor or PIM shall submit for approval by the Engineer a media release summarizing the project scope, construction phasing, potential construction activities that impact traffic, the project end date, and a summary of project benefits.

CDOT will address all media inquiries and media requests. The PIM or Backup PIM shall immediately notify the Engineer of any on-site situations involving the media. When the media contacts the PIM or Contractor staff, the PIM shall provide the RCM's contact information.

- (v) *Maps and Graphics.* The PIM shall develop maps, detour maps and graphics for use in Public Information Collateral.

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

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 PUBLIC INFORMATION MANAGEMENT  
 (TIER IV)

**Table 626-1**  
**RESPONSE PROTOCOL**

| TYPE OF COMMUNICATION                    | TIMING OF RESPONSE  |
|--|---|
| Project Hotline calls and voice messages | Answer calls and check messages throughout each work day.<br>Respond the same day or within 24 hours.<br>Enter details into Dialog within two days. |
| Email messages                           | Respond the same day.<br>For high volume situations, respond within two work days.<br>Enter details into Dialog within two days.                    |
| Calls from CDOT Staff                    | Respond as soon as possible, and within 24 hours.   |
| Web page Inquiries                       | Respond the same day.<br>For high volume situations, respond within two work days.  |

- (d) *Deliverable Protocol.* The PIM shall conform to the Project Onboarding Checklist or Region Public Information Management Communication Checklist available from the Engineer and RCM.
- (e) *Public Information Management Contact Sheet.* The PIM shall complete and update a Public Information Management Contact Sheet with the names and contact information of the individuals pertinent to Public Information for approval by the Engineer. At a minimum the Contact Sheet will include the Resident Engineer, the Project Engineer, Region Communications Manager, CDOT Website Administrator, CDOT Dialog Administrator, CDOT Colorado Traffic Management Center, PIM, Contractor Superintendent, and Traffic Control Supervisor. If applicable the contact sheet shall include the Region 1 Joint Operations Center and Region 2 Joint Operations Center. The PIP shall include the PIM Contact Sheet.
- (f) *Stakeholder List.* The PIM shall submit a Stakeholder List as part of the PIP. The PIM shall include name, telephone number, email, and notes on communication needs for the project and project impacts.

**METHOD OF MEASUREMENT**

Public Information Management will be measured as the number of days elapsed from the project Notice to Proceed date up to the Final Acceptance date.

Failure to provide acceptable Public Information Management will result in withholding of payment for the days affected.

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PUBLIC INFORMATION MANAGEMENT  
(TIER IV)

**BASIS OF PAYMENT**

Payment will be made under:

| <b>Pay Item</b>                         | <b>Pay Unit</b> |
|---|-----------------|
| Public Information Management (Tier IV) | Day             |

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

If the Contractor fails to complete construction within the approved contract time, Payment will not be made for Public Information Management for the period of time after expiration of the approved contract time. These items shall be provided at the Contractor's expense.