Final Request for Proposals (RFP)

Construction Manager (CM) Services

for the Preconstruction Phase of the Project using CM/GC Delivery

US50B SHIFT Passing Lanes

COLORADO
Department of Transportation

PROJECT NUMBERS: NH 0505-053
PROJECT LOCATION: US50B Pueblo to Kansas
PROJECT CODE: 25781

April 14, 2026

Colorado Department of Transportation
5615 Wills Blvd, Suite A
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SECTION 1 – SCOPE OF WORK AND PROJECT INFORMATION

1.1. CM SERVICES SCOPE OF WORK

CDOT is soliciting Construction Manager services for the US50 SHIFT Passing Lanes project. This project includes roadway widening for twelve passing lanes between MP 317.5 & MP 467.5 on US50B. The major features of widening work include embankment, unclassified excavation, paving, resurfacing, guardrail, drainage features, utility coordination/relocation, signage and pavement markings. The Successful Proposer (also referred to as "Construction Manager (CM))", will provide CM services for the preconstruction phase and will have the opportunity to negotiate a price to complete the construction of any package(s). If negotiation is successful, the CM will become the General Contractor (GC) with CDOT for the construction of that package. The GC Construction Project Contract award to the CM is not guaranteed but is contingent on a successful negotiation of a Construction Agreed Price (CAP).

The Project Scope Elements are described in **Section 1.3.B** of this Request for Proposal (RFP). The Project Scope Elements may be modified based on packaging, CM input, Stakeholder input, and final design refinements.

The scope of work reflects an approach based on the Project Goals and known risks. A primary benefit of CM/GC is the ability to contractually allocate risks to the party best able to manage the risk. Risk assessment will be a continual process throughout the preconstruction and construction phase of the project. The process will incorporate risk sharing between public and private parties holding both parties accountable for performance and expenditure of public resources.

The CM shall analyze the Project Goals, evaluate work elements, identify risks, quantify risk, and mitigate risks. The CM shall also articulate a clear, well thought out plan for delivering the Project on time and on budget with accountability of public resources throughout the process. The CM shall consider new approaches, innovation, modifying the Project work elements, the Project sequencing, and/or the Project packaging to increase the efficiency of the Project delivery.

The CM will be part of an integrated design team (Design Team) which will consist of CDOT, the Design Consultant, and the Independent Cost Estimator (ICE). The CM will provide input on schedule, phasing, constructability, quality assurance of the design, and project cost estimating throughout the preconstruction phase of the Project as well as general support services to ensure complete and efficient scoping of the different Project Elements. The CM will offer innovative ideas and risk mitigation measures throughout the preconstruction phase to proactively assist the Design Team. In addition to the base input expected of the CM, the CM should also provide opportunities, means, and methods to protect the traveling public and reduce the construction duration to minimize impacts to traveling public and reduce costs.

If it is determined to be in the interest of CDOT, CDOT may forgo negotiations of any portion of the project and advertise/procure those portions of the Project separately. If this happens, the CM's Firm will not be eligible to submit a bid for any package, advertised or procured separately, in which the CM's Firm participated in the preconstruction activities.

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

A. Design Review:

- Thorough review of all plans, specifications, reports, diagrams, shop drawings, as-built plans, site conditions, and all other necessary Project documentation to provide design validation from a construction expertise perspective.

- Conduct and analyze preliminary field work (coring, sampling, test holes, etc.) as directed to assist with the pre-construction phase.
- Independently calculate quantities for verification purposes of construction packages, independent from both the Design Consultant and the Independent Cost Estimator.
- Provide constructability input on all facets of the Project including, but not limited to:
    - Structural Foundations and Walls,
    - Geotechnical,
    - Hazardous Materials,
    - Resiliency,
    - Environmental Commitments,
    - Roadway and Safety Improvements,
    - Intelligent Transportation Systems,
    - Maintaining Traffic Operations and the Existing Capacity of all roads and accesses,
    - Minimizing impacts of Construction to the traveling public,
    - Material availability and lead times,
    - Staging,
    - Stormwater Management Plan,
    - Roadway Drainage,
    - Phasing Techniques,
    - Accelerated Construction Techniques,
    - Existing Subsurface Utilities, and
    - Quality assurance of design deliverables specific to mitigation of error and omission prior to negotiation.
- Provide written reviews or reports and details/redlines of the Project plans and specification packages at Project milestones. Comments should be related to constructability, construction phasing, clarifications, design errors or omission mitigation and tracking, impacts to schedule, impacts to cost, risk identification, and recommendations to increase efficiencies of the Project.
- Coordinate with the Design Team to make determinations whether multiple independent and severable CAP packages are:
    - Efficient,
    - Add value to the Project,
    - Provide an overall benefit to the Project,
    - Have the potential to accelerate the start of construction, and
    - Bring the overall Project measurably under the Construction Budget.

- Coordinate with the Design Team to make determinations whether early procurement packages for materials (long lead-time procurement "LLTP"):
  - Are viable and cost effective,
  - Offer a potential to reduce the construction schedule, and
  - Provide an overall benefit to the Project.

Procurement of any LLTP materials may be done by the CM through a separate early GC Construction Project Contract with CDOT ahead of construction but not prior to completion of the National Environmental Policy Act ("NEPA") process resulting in a signed decision document.

- Actively participate in discussions to study the feasibility of design options and provide input on passing lane location selection and packaging, constructability, pricing, innovation, value, risk mitigation, and quality.
- Provide additional milestone reviews depending on package complexity.
- Provide timely feedback from design reviews to assist in decision making.

B. Cost Estimating:

Ongoing Tasks

- The CM shall provide rough order of magnitude (ROM) cost estimating along with schedule impacts as design concepts/alternatives are being developed and evaluated throughout the preconstruction phase to help inform decisions. This may include:
  - Evaluating means and methods of various construction techniques that may influence design solutions with considerations of cost and schedule impacts.
  - Evaluating industry standard operating and maintenance costs to determine life-cycle costs.
  - Proposing design alternatives to reduce cost. All design alternatives must be approved by CDOT and may also require Project stakeholder(s) approval. Any resulting Cost savings may be reinvested into the Project .

CM Tasks at Milestones

- Provide initial ROM construction estimate and associated schedule for the full Project within one month of CDOT's issuance of the preconstruction CM phase's Notice to Proceed (NTP).
- Collaborate with CDOT to establish the expectations and the format of the Cost Model for construction packages through a series of Cost Model meetings. See **Section 1.21** of this RFP for additional information regarding the Cost Model.
- Provide construction cost estimates at milestones that shall include the following activities:
  - Item identification that is compatible with CDOT's cost estimating, standards, and specifications.
  - Submission of Opinion of Probable Construction Costs ("OPCCs") at 30%, 60% and 90% milestones for each construction package (or alternative milestones as agreed to). Analysis should include availability of labor, equipment, and materials. Additional OPCCs may be required at the request of CDOT if: the package complexity indicates an

added benefit, analysis of proposed alternatives is necessary, analysis of means and methods is necessary, if significant package errors or omissions are identified, or work is added to the Project.

- Additional OPCCs may be required before entering the CAP negotiations at the request of CDOT to facilitate comparisons with ICE estimates, both Contractor and subcontractor cost estimates will be included in an open book review.
- The CM shall submit a CAP proposal when both the CM and CDOT agree the design has progressed to the appropriate level, typically at 90%.
  - Quantity and schedule reconciliation will be required between the CM, Design Consultant, the ICE, and CDOT. This may include verification of assumptions, and means of methods.
  - CDOT will request the CM submit a CAP proposal on early construction packages or for the procurement of long-lead items.
  - During CAP proposal reviews, the CM shall provide CDOT all production rates, material assumptions, indirect costs, and any other information as requested by CDOT to aid in reaching an agreement on a CAP proposal.
  - If a CAP proposal is successfully negotiated and accepted, the CM shall submit those CAP proposals as an Electronic Bid Submittal ("EBS").

C. Project Schedule:

- Impact to the traveling public must be minimized and is a high priority consideration in the determination of daily working time schedules allowed. The CM and/or GC must work and communicate with Project stakeholders and citizens before and during construction. Seasonal, weekly, and daily traffic patterns must be considered when planning and scheduling work.
- Notable Project schedule constraints to be considered:
  - Environmental Requirements
    - All work is anticipated to conform to the CatEx and associated documentation that is expected to be completed in 2027.
    - Any early packages shall have the appropriate environmental clearances, approvals, and permits.
    - On-going environmental work during the design process will also be considered. Those tasks are listed in **Section 1.3.E** of this RFP.
    - Environmental clearances (NEPA) for identified elements within a package must be received and approved before a CAP is accepted and before CDOT issues an NTP.
  - Grant Requirements
    - FHWA requirement to have construction begin within 18 months of the grant execution
    - FHWA requirement to have all funds obligated by September of 2028 with submission to FHWA by May 2028
    - Planned Construction Substantial Completion and Open to Traffic Date for Phase I: 12/31/2029

- Planned Construction Substantial Completion and Open to Traffic Date for Phase II: 12/31/2030

- Grant Agreement Phases. The Grant Agreement is being reviewed by FHWA. The submitted Grant Agreement contains the following funding phases:
  - Base Phase: Preliminary Design and NEPA. This phase will complete preliminary design for two construction packages with the related NEPA clearances. The work will include confirmation of the passing lane locations with updated safety and operations analysis, topographic and ROW survey, subsurface utility (SUE) exploration, geotechnical investigations, preliminary design, environmental clearance (NEPA clearance when the top half of CDOT Form 128 is signed), and determination of permanent or temporary Right-of-Way (ROW) easement needs for all twelve passing lane locations. As part of the design, the first step of the design process will start with the Project Team, Designer, and CM/GC Contractor working together to determine the appropriate locations to be included in the final design and construction packages ensuring the most optimal and successful project delivery. Considerations for packaging will include existing condition risks, distance between locations, environmental and ROW impacts, updated operations and safety data, along with any items the Contractor may indicate are important for package planning. As the overall project cost is more than $ 50 million, a Value Engineering study will be completed during the base phase as per the Value Engineering Guidelines.
  - Phase I: Final Design (after NEPA clearance signed for package 1), ROW, Independent Cost Estimate, Construction, and Close Out of Construction Package 1 (CP1). This phase will include the final design, construction, and closeout of Construction Package 1 which will include six passing lanes. The work will include finalizing design, final clearances, ROW Acquisition, Independent Cost Estimate, and Construction Agreed Price (CAP) negotiations for Construction Package 1. Work in this phase will also include completed construction of the roadway widening for the passing lanes selected for this package, design support during construction, construction project management, testing and inspection of the completed work, and final project closeout.
  - Phase II: Final Design (after NEPA clearance signed for Construction Package 2), ROW, Independent Cost Estimation, Construction, and Close Put of Construction Package 2 (CP2). This phase will include the final design, construction, and closeout of Construction Package 2 which will include six passing lanes. The work will include finalizing design, final clearances, ROW Acquisition, Independent Cost Estimate, and Construction Agreed Price (CAP) negotiations for Construction Package 2. Work in this phase will also include completed construction of the roadway widening for the passing lanes selected for this package, design support during construction, construction project management, testing and inspection of the completed work, and final project closeout.
- Lane Closure Policy - See **Section 1.3.F** of this RFP for additional information.
- Utility Relocation - See **Section 1.3.G** of this RFP for additional information.
- Temporary and Permanent ROW Impacts
- Irrigation Company and Railroad Coordination

- Resource availability due to other major regional projects.

- See **Section 1.9** of this RFP for additional information regarding Project Schedules.

D. Risk:

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

Risk management will be a topic at both the 2-day Kickoff meeting and an initial Risk Management and Assessment Workshop. The workshop shall be scheduled by the CM early in the preconstruction phase. Regular risk meetings, facilitated by the CM, will be held to monitor progress. Risk responsibilities include:

- Facilitate quantitative and qualitative risk management discussions to identify risks, quantify probabilities, quantify impacts, develop mitigation strategies, and assign risk responsibility.
- Set risk meeting frequencies and prepare and update the Project Risk Matrix throughout the Project lifecycle.
- Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Matrix.
- Finalize Risk Register, including narratives, to be submitted with CAP estimates.

E. Innovation:

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

F. Meetings:

- The Kick-Off Workshop will emphasize the importance of partnering within the CM/GC delivery method by focusing on team building and partnering over a 2-day period. This workshop is mandatory for all key team members including key subcontractors. This workshop will be facilitated by CDOT and will cover at a minimum the following items:
    - Introduction to the Project, CM/GC, partnering, Project stakeholder engagement, identification of roles and responsibilities. Subcontractors performing major and high-risk work items should be in attendance.
    - The Team will review Project status, vision, goals, objectives, funding, grant status, preliminary preconstruction schedule, what success looks like, current design, etc.
    - Initial discussion of preliminary innovations, phasing, and risk mitigations being proposed by the CM and Design Consultant.
    - Discussion of the Cost Model review and coordination with the ICE during OPCCs.
    - Cost Model components.
    - Coordinate Project Schedule meetings in accordance with **Section 1.9** of this RFP.
    - Coordinate progress meeting frequencies and initiate task force groups for various elements of the Project. Progress meetings may include project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.
    - Strategy, timing, and approach for the Project Innovation and Value Engineering Workshop.
- The Project Innovation and Value Engineering Workshop will be facilitated by a value engineering facilitator selected by CDOT. Attendance and duration will be outlined at the Kick-Off Meeting. It is also anticipated that Project stakeholders' input will also be incorporated into this workshop. The approach, agenda, format, and duration for the workshop will be developed in collaboration with CDOT, the CM, ICE, and the Design Consultant. The CM shall provide input into how to achieve the desired results for the Project. This workshop could require several sessions, over an extended period. The purpose of this workshop is to evaluate the Preferred Alternative, consider any CM innovations or design refinements for the Project, incorporate value engineering principles to the Project, incorporate stakeholder input and get support for endorsement of any potential changes to the Preferred Alternative.
- The CM shall, unless otherwise directed, attend meetings with CDOT at the CDOT Region 2 Headquarters Office at 5615 Wills Blvd Suite A. Pueblo, CO 81008. Meetings are to be attended in person unless virtual attendance is negotiated prior to the meeting.
- The following meetings are key to success on this project and attendance by the CM shall be anticipated. Other meetings may be deemed useful and necessary. Attendance to any additional meetings by the CM shall be coordinated with CDOT:
    - Kick-Off Workshop
    - Regular Partnering meetings
    - Design Discipline Task Force Meetings (as agreed upon by Design Team and CM)
    - Project Innovation and Value Engineering Workshop

- Field Inspection Review (FIR) for each construction scope package – 30%
- Design Office Review (DOR) for each construction scope package – 60%
- Final Office Review (FOR) for each construction scope package – 90%
- Cost Model Review Meetings
- Quantity Reconciliation Meetings
- Risk Management Meetings
- Innovation Meetings
- OPCC Review Meetings
- CAP Review Meetings
- CAP Negotiations and Assumption Resolution Meetings (if applicable)
- Construction Hand Off Meeting
- Ongoing Lessons Learned
- Other Project Meetings:
  - Weekly Project updates with CDOT Project Management Team
  - Public Information Planning Meetings
  - Monthly Project Leadership Team (PLT) Meetings
  - Monthly Technical Team (TT) Meetings
  - Preconstruction Public Meetings

- The CM shall be prepared to conduct Project Vision Meetings to analyze how Project progress is aligning and tracking with Project Goals. Items of focus include priorities, commitments, approach, scope, schedule, and cost reasonableness. The Project Vision Meetings are anticipated to be scheduled quarterly, at a minimum, to track and trend the pursuit of the Project Goals.

G. Deliverables:

- The CM shall develop and produce the following reports and deliverables:
  - Cost Model Subcontractor Selection Plan
  - Material Sourcing Plan
  - Phasing and Packaging Plan
  - Worker and Public Safety Plan
  - Risk Management Plan
  - Comments, input, and support that will be incorporated into the Value Engineering Report (the CM will not be creating the actual document)
  - Innovation Tracking and Performance Report
  - Procurement Review Report for each LLTP; CAP (GC Construction Project Contract) if required

- Submit monthly invoices and project reports to support payment of preconstruction CM services

H. Other Tasks:

- If CAP proposals are accepted by CDOT, then a separate GC Contract will be awarded to the CM, and they shall become the GC. The GC shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction in accordance with applicable laws and regulations.
- The Design Consultant will develop the Stormwater Management Plan during preconstruction with input from the CM. CDOT will review the plan throughout the development process and apply for the permit. If a CAP proposal is successfully negotiated and agreed upon, the GC will be added to the permit after the award.
- Coordinating with CDOT's Public Information Officer during preconstruction to ensure a smooth transition of communication into construction. Coordination will include involvement of the CM's proposed Public Information Manager to help develop the Public Information Plan prior to construction, to aid in public/stakeholder outreach and public meetings during preconstruction.
- Assisting in the preparation and attendance of public meetings and/or open house meetings.

1.2. PROJECT GOALS

The CDOT Project Goals reflect the values that this Project holds and expects. An exceptional proposal will demonstrate how each of the Project Goals will be pursued by the Proposer.

1. Maximize the project scope and corridor improvements within the project budget and schedule (consider structures, resurfacing, intersection improvements).
2. Passing lane locations meet optimal length requirements with tapers (meet or exceed design standards requirements).
3. Minimize ROW and Environmental impacts.
4. Passing lane locations meet Grant commitments and maximize safety and operations within those segments.
5. Minimize inconvenience to traveling public; no full closures.

1.3. PROJECT DESCRIPTION/SCOPE OF WORK

A. Project Background

The US 50 SHIFT Passing Lanes project is located along the US50B High Plains Freight Corridor, which is part of the National Highway Freight Network. The project focuses on providing passing lanes in stretches of two-way head-to-head highway conditions. The corridor is a heavy freight and agriculture route, and construction must accommodate large trucks and oversized loads. This project aims to increase efficiency and reliability and improve overall safety along the corridor. The status of the project can be found at the following link:

https://www.codot.gov/projects/studies/us50passinglanes

B. Project Information and Definition

The goal of the Project is to construct the Project scope elements below in their entirety while minimizing impacts to the traveling public and other stakeholders. The Project Scope Elements may be modified based on packaging, CM input, Stakeholder input, and final design refinements.

Project Scope Elements

The core of the Project is roadway widening to add 12 passing lanes within 5 designated segments of highway between Pueblo and the Kansas state line. The passing lanes shall be of optimal length and adhere to grant commitments while maximizing safety and minimizing inconvenience to the traveling public. Minimal design has been completed. The CM, Design Consultant, the ICE, and CDOT will work collaboratively to determine the optimal location of each passing lane within the segments, design, and package the passing lanes through final design.

The 12 locations and five segments of US 50 are as follows:

Segment	Number of Passing Lanes
Pueblo to Fowler	2 (1 EB, 1 WB)
Fowler to Manzanola	1 (1 EB)
La Junta to Las Animas	3 (1 EB, 2 WB)
Las Animas to Lamar	4 (2 EB, 2 WB)
Lamar to Kansas Border	2 (1 EB, 1 WB)

The proposed packaging is to include up to 6 passing lanes with the lowest risk (e.g., minimal ROW required, limited utility conflicts, less extensive environmental review) into Package 1 and then the remaining passing lanes into Package 2.

C. Project Features and Specialty Work

Major work items may include but are not limited to:

- Earthwork
- Traffic control
- Roadway construction and resurfacing
- Possible structure work
- Guardrail
- Drainage features
- Signing/striping
- Revegetation.

D. Major Project Risks

Below is a general description (but not limited to) of the Major Project Risks:

- Budget/Funding: The Estimated Budget is $72,500,000. Sources of funding include Regional Priority Program (RPP), 10 Year (10Y), and Rural Grant Funds.

- Schedule/Deadlines: FHWA requirement to have construction begin within 18 months of the grant execution. FHWA requirement to have all funds obligated by September of 2028 with submission to FHWA by May 2028.
- Right-of-Way (ROW): Duration of acquiring permanent and temporary easements of ROW will be a major obstacle. The department would like to use the strategy of avoiding permanent acquisition if possible.
- Utility relocation between the highway and railroad is difficult, and design will likely avoid relocating irrigation ditches. Ditch/Irrigation Companies and Railroads require third-party agreements.
- Construction Impacts: Phasing of construction is critical to minimizing impact on the traveling public. Narrow shoulders and maintaining the many accesses are safety challenges during construction. Narrowing existing pavement will be needed for ample workspace.
- Environmental: Greater chance of construction stipulations due to endangered species, wetlands, historic ditches, farmlands, and buildings. Noise studies may be triggered. NEPA Requirements (Cat/Ex anticipated for all locations) must be met.
- Safety: Challenges include Heavy Truck traffic and slow-moving farm equipment. Narrow shoulders and maintaining accesses pose safety risks.

E. Project Design and Development Status

Per 23CFR625.505(f), no commitments may be made to any alternative during the NEPA process, and the comparative merits of all alternatives identified and considered during the NEPA process, including the no-build alternative, will be evaluated and fairly considered.

Below is a general description of work progressed to date through the Categorical Exclusion/30% Design Phase and anticipated ongoing work, milestones, and potential early packages:

- Design: Preliminary activities have been conducted and a survey has been performed at one location for two passing lanes. Design will remain flexible to accommodate input from the CM in the preconstruction phase.
- Roadway/Alignment: Preliminary roadway design has been advanced to approximately 20% at the one location (west of Fowler) for one passing lane.
- Hydrology/Hydraulics: Preliminary hydraulics analysis has not begun. Hydraulics design and analysis will be completed in the design phase.
- Geotechnical: Geotechnical exploration and pavement recommendations are anticipated and will be completed in the design phase, as needed.
- Environmental: CDOT anticipates that each site would be cleared through a categorical exclusion from NEPA and will be completed in the design phase.
- Permitting and Certifications:
  - It is anticipated that if the CM were to become the GC, that they will need to obtain permits that may be required for construction of any portion of the Project.
- ROW: The ROW acquisition process will start after NEPA is completed. All twelve of the

individual passing lanes proposed for installation will strive to take place within existing CDOT right-of-way (ROW). However, CDOT cannot guarantee that temporary or permanent easements will not be required. CDOT has budgeted ROW funding in case those are needed, and impacts will be minimized as much as possible.

F. Existing Operations and Traffic Restrictions

Traffic operations on the corridor are a priority for CDOT. Unless otherwise permitted by the CDOT Region 2 Lane Closure Strategy or approval from CDOT's traffic group, the existing number of lanes shall be maintained, through all phases of the Project.

The latest CDOT Region 2 Lane Closure Strategy outlines lane closure restrictions through the Project area for each month of the year and is available upon request.

The CM may propose changes to the Lane Closure Strategy, should the changes be needed for constructability or provide a benefit to the Project/traveling public. The process to request a change to the current restrictions is outlined in the CDOT Region 2 Lane Closure Strategy and shall also include a traffic analysis and a public information plan, to support the request. The CM may seek approval for variances to the Lane Closure Strategy, however approval is not guaranteed and will be at the sole discretion of CDOT.

G. Project Coordination Efforts

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

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

Stakeholders

Agency/Stakeholder	Role or Involvement
Federal Highway Administration ("FHWA")	● Project oversight ● Funding Partner
Pueblo County	● Project Limits within Pueblo County
Otero County	● Project Limits within Otero County
Bent County	● Project Limits within Bent County
Prowers County	● Project Limits within Prowers County

Additional Coordination Contacts

Other Stakeholders	Role or Involvement
Private Property Owners and Businesses	● ROW/Easement impacts ● Travel impacts/delays/detours coordination and notification
Traveling public	● Roadway safety/trip reliability input ● Travel impacts/delays/detours coordination and notification

Emergency Responders/Incident Command	● Emergency response/access input ● Travel impacts/delays/detours coordination and notification ● Local emergency responders are on the Members of the Project's Technical Team ● Incident Management and Planning for all potential impacts
Utilities	See table below.

Anticipated Utility Coordination/Relocations

Known Utilities within the project limits. Impact is unknown until specific locations are determined. This is not an all inclusive list.

Utility Identification	**Facility type**	**Relocation Required?**
SECPA	Electric Cooperative	TBD
CDOT – ITS	Fiber	TBD
CDOT – Storm Sewer	Storm	TBD
Colorado Natural Gas	Gas	TBD
Lumen	Fiber	TBD
Kinder Morgan	High Pressure transmission pipeline	TBD
Southern Star Central Gas	Gas	TBD
Rural Water Associations	Water	TBD
SECOM (SECPA)	Fiber	TBD
Xcel Energy – Distribution Gas	Gas	TBD
Xcel Energy – Transmission Gas	High Pressure transmission pipeline	TBD
Viaero Wireless	Telecommunications	TBD

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

- No known projects at this time

1.4. PROJECT FUNDING

This project is fully funded through State and Federal resources. The Estimated Budget is $72,500,000. The funding sources are Regional Priority Program (RPP) ($12,000,000), FY19-26 10Y ($15,000,000),

FY27-30 10Y ($5,000,000), and Rural Grant funds ($40,500,000), totaling $72,500,000.

1.5. PROJECT DURATION

It is estimated that the Project construction will take 30 months. CDOT anticipates that the start of construction on the Project will begin no later than Summer-2028. The CM shall explore opportunities to measurably reduce the construction duration to minimize impacts to the traveling public and to optimize costs.

1.6. PROJECT ADMINISTRATION

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

A. CDOT Project Director
Zachary Bay
5615 Wills Blvd.
Pueblo, CO 81008
W: 719-688-2902
Zachary.bay@state.co.us

B. Contract Officer
Jan Walker
CDOT Contracting Officer
2829 W Howard Place Denver, CO 80204
W: 303-757-9296
Primary means of communication: jan.walker@state.co.us

1.7. PROJECT COORDINATION

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

A. Routine Working Contact
The routine working contact will be between the Project Management Team ("PMT"), which will be comprised of the CDOT Resident Engineer, CDOT Construction Project Engineer, the CDOT Design PM, CDOT Environmental Project Manager, the Design Consultant Project Manager ("DC PM"), the Independent Cost Estimator ("ICE") Project Manager, and the Construction Manager Project Manager ("CM PM").

B. Project Management Team Correspondence/Communication Requirements
The PMT members are expected to communicate relevant contacts, coordination efforts, conversations, and emails where important Project Information is discussed.

C. Coordination
In addition to the stakeholders listed in **Section 1.3.G**, the CM shall partner and coordinate with the groups below. The CDOT Project Management Team (defined below) shall be included in all coordination.

- Executive Oversight Committee
- CDOT Project Management Team
    - CDOT Program Engineer - Jennifer Sparks, PE
    - CDOT Resident Engineer Design – Laurel Jones, PE

- CDOT Resident Engineer Construction – Roger Graham, PE
- CDOT Project Director – Zachary Bay, PE
- CDOT Assistant Project Manager – Jordan Garcia

- CDOT Specialty Groups
  - Region 2 Materials
  - Region 2 Traffic
  - Region 2 Hydrology and Hydraulics
  - Region 2 Survey
  - Region 2 Environmental
  - Region 2 Right-of-Way
  - Region 2 Utilities
  - CDOT Staff Bridge
  - CDOT Staff Geotech
  - CDOT Public Information Officer
- Design Consultant and Subconsultants
  - Design Consultant – To be determined
- Project Construction Oversight (Owner's representative in construction) and any subcontractors - To be determined
- CDOT Engineering Estimates and Market Analysis (EEMA) Group
- CDOT Maintenance Forces
- Headquarters and Regional Civil Rights Manager

D. Project Co-Location

A determination whether or not co-location is essential to the success of the project will occur after selection. The location and timeframe for co-location is to be determined but is anticipated to be within the Project vicinity. Co-location is not anticipated for this project but is at the discretion of CDOT.

1.8. CONSTRUCTION BUDGET

The Construction Budget is defined as the portion of the Project budget estimated for General Contracts for Construction. The estimated required Construction Budget for this Project is $67 million. This amount does not include non-construction Project costs (which are in addition to this amount) and are still being evaluated by CDOT with the goal of optimizing efficiency.

It is estimated that each General Contract for Construction shall include:

- Agreed upon CAP amount;
- The Management Price Percentage (MPP) applied to each construction item, see **Section 2.8** of

this RFP for additional information;

- GC indirect costs allowed as indicated in **Appendix C** of this RFP;
- Force accounts, and risk pools that are associated with the construction of all elements of the Work described in the General Contract for Construction;
- Performance and Payment Bonds; and
- Insurance Certificate(s) for Policy Requirements identified in CDOT's Standard Specifications.

  Note: Additional Exhibits, Attachments, Terms and Conditions that are a part of CDOT's standard Construction Contract Document for a Work Package will be provided at the time of issuance of a Notice of Award for a Work Package.

1.9. PROJECT SCHEDULES

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

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

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

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

- Incorporate all preconstruction activities for both the Design Team and the CM.
- Develop a preliminary construction schedule and construction packaging strategy within CDOT's Construction Budget. Collaborate with the Design Team to determine if early construction packages are viable, cost effective and provide an overall benefit to the Project.
- Assist in determining the scope for any potential early construction packages.
- Prepare construction schedules and phasing alternatives at each preconstruction milestone to support development of OPCCs, validate deadlines, and help develop project delivery strategies.
- Develop a resource-loaded, critical path method, construction schedule at all OPCC milestones, as well as for all CAP proposals.
- Ensure each CAP package will be severable; will have specific beginning and end points; and will have independent overhead, mobilization, traffic control, and Project costs. Each CAP package will include provisions for liquidated damages, incentive/disincentive, and roadway user costs as determined by CDOT in its sole discretion. The CM and CDOT are responsible for ensuring the severability of each package.
- Compare and verify construction schedules and all assumptions with the ICE.

1.10. PRELIMINARY DOCUMENTS AND DRAWINGS

The Project is currently in the preliminary design phase; therefore, design work, preliminary drawings, and reports are limited and conceptual in nature and will not be released.

1.11. SPECIFICATIONS

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

1.12. OWNERSHIP OF THE DOCUMENTS

All tracings, bids, plans, manuscripts, specifications, schedules, OPCC's, data, maps, etc., prepared by or obtained by the CM because of working on this contract shall be delivered to and become the property of CDOT. All proposals submitted in response to this Request for Proposal, shall become the property of CDOT, including all unsuccessful proposals. All proposals will be confidential until award, and then will be subject to the provisions of the Colorado Open Records Act (C.R.S. 24-72-201, *et seq.*) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP.

1.13. REQUIRED PERCENTAGE OF WORK SELF-PERFORMED BY CM

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

1.14. PROJECT COMPUTER SOFTWARE REQUIREMENTS

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

A. Estimating

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

B. Scheduling

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

C. Specifications

Microsoft Word (latest version)

D. CADD

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

1.15. REQUIRED AVAILABILITY OF KEY PERSONNEL

Key Personnel in the Project Management Team section of the Proposal, see **Section 3.1** of this RFP,

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

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

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

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

1.16. ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS

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

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer will make an immediate and full written disclosure to CDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist without satisfactory mitigation, CDOT may, at its discretion, cancel the award or terminate the contract.

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

1.17. APPLICABLE FEDERAL REGULATIONS, STATE REGULATIONS AND INDUSTRY STANDARDS

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

1.18. NONDISCRIMINATION

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

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

1.19. NONDISCRIMINATION ASSURANCE

By submitting a proposal for this contract, the CM agrees to the following assurance and shall include this language in all subcontracts:

- The CM, subrecipient, or subcontractor must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- The CM shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts.
- Failure by the CM to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or other such remedy as CDOT deems appropriate, which may include, but is not limited to:
    - Withholding monthly progress payments
    - Assessing sanctions/disincentives

1.20. MAXIMUM COMPENSATION FOR CM PRECONSTRUCTION SERVICES

As stated in **Section 1.8** of this RFP, the Construction Budget is defined as the portion of the Project budget estimated for General Construction Contracts. The estimated required Construction Budget for this Project is $67 million. This amount does not include non-construction Project costs (which are in addition to this amount). The funding for the Project has been fully identified at the time of this RFP.

The successful Proposer will be paid an amount not to exceed $750,000 for the CM preconstruction services described in this RFP. Please see Form B-1 in Appendix B.

The CM shall submit monthly invoices to the CDOT Project Director for payment as work progresses. The estimated percentage of CM preconstruction services completed will be discussed and agreed upon with the CDOT Project Director prior to payment.

If it is in CDOT's interest, any portion of the preconstruction scope described in this RFP may be withheld, and the fee for preconstruction services will be adjusted, appropriate to the deducted scope.

1.21. EXPLANATION OF CAP

A reviewed, negotiated, and agreed upon CAP proposal is the amount that may be incorporated into the

standard General Contract for Construction.

The CAP is the sum of the direct Cost of Construction and the Management Price Percentage for a specific construction package. The Cost Model consists of bid items, quantities, risks, and assumptions for the construction package, and will be refined and finalized through a series of Cost Model meetings.

The CM will propose a CAP to provide Construction services; CDOT and the CM will negotiate the direct Cost of Construction for that package with the goal of agreeing on a final CAP. CDOT makes no guarantees that it will accept or agree to a CAP proposal submitted by any party. If CDOT successfully negotiates, agrees, and accepts a CAP proposal, then payment for the construction of the Project will be based on the negotiated and accepted 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 CAP proposal, the CM shall then submit the CAP proposal via the Electronic Bid Submittals ("EBS") system. The CM may develop multiple CAP proposal packages, and CDOT may negotiate and accept those CAP proposals during the preconstruction and construction phases of this Project. CDOT reserves the right not to award any part(s) or all the General Contracts for Construction Services, and bid/award some or all the construction work separately. If the CM participated in the pre-construction development of the work to be bid/awarded separately, the CM shall not be eligible to compete for the work. The CM shall deliver to CDOT a proposed GC CAP and GC CAP supporting documents for any appropriate milestones identified at the Project Scoping Workshop, and for any appropriate LLTP or construction phase.

The construction contract price is fixed and will not be increased except for CDOT-approved change orders related to unforeseen conditions, negotiated overruns, or agreed-upon risk pool items. The General Contractor (GC) assumes all performance risks, including the management of subcontractors and suppliers. Any costs exceeding the contract price that fall outside of negotiated overruns or the executed Risk Register are the sole responsibility of the GC.

A CAP proposal can be offered and negotiated three times. If the third attempt at a CAP negotiation fails, CDOT reserves the right to prepare the plans, specifications, and estimate package for public, low-bid, advertisement. The CM services contractor is not allowed to bid on this public advertisement.

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

In developing this shared risk contingency pool, CDOT may agree to share any residual risk pool budget at the completion of construction (not attributed to any reduction in the scope of work or reduction in operating performance for the corridor).

1.22. PUBLIC INFORMATION

The US50B Freight corridor sees a high volume of traffic with a high percentage of commercial trucks and farm equipment. Construction activities have the potential to disrupt travel and commerce.

During the project development phase, CDOT will be the primary point of contact responsible for Public

Information. If a General Contract for Construction Services is awarded, then CDOT will still be the primary point of contact, however, the GC will be required to provide timely updates and responses for Public Information requests for the duration of construction.

The cost for Public Information effort during construction shall be included in the individual construction packages. This work consists of providing regular and continuous communications services throughout the duration of construction including community and stakeholder outreach as well as media support.

1.23. SUBCONTRACTING REQUIREMENTS

The CM shall comply with all applicable requirements of the contract documents relating to subcontracts and shall ensure that its subcontractors comply with all applicable requirements of the contract documents relating to subcontracting. The CM shall not sublet, sell, transfer, assign, or dispose of the contract or any portion thereof without written permission of the CDOT Project Manager. Before beginning work by the subcontractor, the CM shall request permission from the CDOT Project Director by submitting a completed Construction Management Sublet Permit Application, CDOT CM Form 205, via the B2GNow software system (https://cdot.dbesystem.com). The subcontracted work shall not begin until the CM has received the CDOT Project Manager's written permission. All firms that the CM will be subletting a portion of the contract shall have an account in the B2GNow software system. If the firm does not have an account created, approval of the CDOT CM Form 205 may be withheld.

1.24. PROMPT PAYMENT

The CM is responsible for ensuring that all subcontractors and suppliers at all tiers are promptly paid. All subcontractors and suppliers shall be paid within 7 calendar days of the CM being paid from CDOT. If the CM or its subcontractors fail to comply with this provision, the CDOT Project Manager will not authorize further payments to the CM until the required payments have been made or CDOT determines that there is sufficient good cause to delay payment. The CM shall include in all subcontracts a provision that this requirement for prompt payment to subcontractors and suppliers must be included in all subcontracts at every tier.

- Good Cause Exception. If the CM has "good cause" to delay or withhold a subcontractor's or supplier's, as applicable, progress payment, the CM shall notify CDOT and the subcontractor or supplier, as applicable, in writing within 7 calendar days after receiving payment from CDOT. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the subcontractor or supplier, as applicable, must meet to receive payment. "Good cause" shall include, but not be limited to, the failure of the subcontractor or supplier, as applicable, to make timely submission of required paperwork.

SECTION 2 – CM PROPOSAL REQUIREMENTS AND INSTRUCTIONS

2.1. PROPOSAL GENERAL INFORMATION

This RFP is a two-phase procurement process that includes a Proposal (Phase 1), resulting in the shortlisting of Proposers by the Selection Panel, followed by an Interview of the shortlisted Proposers (Phase 2). CDOT intends to identify three shortlisted Proposers but reserves the right to identify as few as two and as many as four. Proposals in response to the RFP shall be submitted in one package for preconstruction CM services. The Proposers Technical Score and their Interview Score will be summed and tabulated which will be referred to as their "Total Score", The Proposers' "Total Scores" will be ranked and the Proposer with the highest "Total Score" will be considered the apparent successful Proposer in accordance with the evaluation criteria set forth in **Section 3** of this RFP.

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

A. Multiple proposals from a single Proposer will be considered non-responsive and will not be evaluated or scored.

B. The costs associated with the preparation of the Proposal, required documentation, interviews, presentations, discussions, the selection process, the contract negotiation process, and/or any related activities are the sole responsibility of the Proposer, reimbursement will not be made by CDOT.

C. The Proposer shall include a full disclosure of all potential organizational conflicts of interest as outlined in **Section 1.16** of this RFP**.**

D. Any proposal received by CDOT after the time specified in **Section 2.3** of this RFP shall be deemed non-responsive and shall not be evaluated or scored.

E. This RFP, including all material submitted by Proposers, at any stage, including but not limited to the Procurement phase, selection, and any resulting contracts, are subject to the provisions of the Colorado Open Records Act (C.R.S. 24-72-201, *et seq.*) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP.

   Material subject to open records laws includes, but is not limited to, all records, documents, drawings, plans, specifications, and other materials relating to the Project, the solicitation, and the conduct of CDOT business. CDOT will also follow and adhere to CDOT Policy Directive 508.2 for this RFP and resulting contracts.

   The Proposer shall specifically identify and mark any proprietary information, trade secrets, or confidential commercial and financial information that a Proposer believes should be exempted from disclosure.

   During the Procurement phase, CDOT will accept materials clearly and prominently labeled "PROPRIETARY", "TRADE SECRET", or "CONFIDENTIAL" by the Proposer.

   Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, confidential commercial or financial information shall not be permitted and shall be deemed invalid except that blanket identifications can be made in the Strategic Project Approach, Approach to Risk, Schedule, and Pricing; and the Management Price Percentage breakdown (**Appendix C**) as defined in **Section 2.8** of this RFP.

   CDOT will follow CDOT Policy Directive 508.2 in determining disclosure of documents requested. CDOT will advise the Proposer of any request pursuant to the Colorado Open Records Act and any other applicable laws for the disclosure of any materials. Under no circumstances,

however, will CDOT be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of the court, or occurs through inadvertence, mistake, or negligence on the part of CDOT or its officers, employees, contractors, or consultants.

CDOT will not advise the Proposer as to the nature or content of documents entitled to protection from disclosure under the Colorado Open Records Act or other applicable laws, as to the interpretation of the Colorado Open Records Act, or as to the definition of trade secret. The Proposer shall be solely responsible for:

- All determinations made by it under applicable laws; and
- Clearly and prominently marking each and every page or sheet of materials with "PROPRIETARY", "TRADE SECRET", or "CONFIDENTIAL" as the proposer determines to be appropriate.

Each Proposer is advised to contact its own legal counsel concerning the Colorado Open Records Act, other applicable laws, and their application to the Proposer's own circumstances.

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

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

F. The Proposer shall email a redacted proposal to the contracts officer at jan.walker@state.co.us within 10 business days of the proposal deadline.

G. CDOT reserves the right to reject any or all Proposals. Proposals that do not meet the Minimum Proposal Requirements listed in **Section 2.2** of this RFP will be deemed non-responsive and will not be evaluated, evaluation will be ceased upon discovery of non-responsive determination and will not be scored.

H. Unsuccessful proposers may elect to participate in a debriefing by submitting the request via email to Contract Officer identified in **Section 1.6.B** within 5 working days after the Announcement of the Successful Proposer. All debriefs shall be conducted within 10 working days of the Announcement.

I. The successful Proposer will be contracted for CM preconstruction services for this Project. CDOT may terminate the CM services contract at the completion of the preconstruction phase for convenience.

J. If CDOT and the successful Proposer fail to successfully negotiate a Construction Agreed upon Price for any portion of the Project and CDOT chooses to publicly advertise a new solicitation of the GC portion of this Project for bids, the successful Proposer will not be permitted to submit a bid.

2.2. MINIMUM PROPOSAL REQUIREMENTS

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

A. Submit a Letter of Interest. At least one member of the proposed Project Team will have submitted a Letter of Interest prior to February 27, 2026. Any proposal received without a corresponding LOI will be determined by CDOT to be non-responsive. The corresponding non-responsive proposal will not be evaluated or scored and will not continue in the procurement process. CDOT will accept proposals from Joint Ventures where at least one of the major partners submitted a Letter of Interest.

B. Demonstrated a bonding capability for $67 million 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. NH 0505-053, US50 SHIFT Passing Lanes, for at least $67 million. Letters indicating "unlimited" bonding/security capability are not acceptable.

   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. Performance and Payment Bonds will be required at the time the Construction Agreed upon Price negotiation begins, for any portion of the Project. The final value of the Bonds will equal the final construction contract amount.

C. Provided CDOT with evidence of insurability that meets the requirements of Subsection 107.15 of the Standard Specifications for Road and Bridge Construction. The Proposer is not required to provide Professional Liability insurance certificates.

   CDOT may, at its election, implement an Owner Controlled Insurance Program ("OCIP") for the construction of this Project. Lines of insurance coverage may include any or all the following: Workers Compensation, Commercial General and Excess/Umbrella Liability, Contractors Pollution Liability, and/or Builders Risk. CDOT reserves the right to determine who participates in the OCIP. The CM can assume that CDOT will make this determination at the 60% OPCC for each CAP package.

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

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

E. Meet all the Proposal Submittal requirements of **Section 2.8 (Management Price Percentage) and Section 2.9 (Proposal Submittal)** of this RFP.

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

2.3. KEY EVENTS SCHEDULE AND RFP DATES

Proposers are required to meet the dates set for the Proposal submission, and the interviews. Proposers are also required to meet the information submittal dates outlined in the summary below. Failure to meet these dates will result in the Proposal being considered non-responsive. All times listed in the table below are Mountain Standard Time (MST). CDOT is fully committed to delivering the Project and meeting the milestones shown in the table below. CDOT does reserve the right to modify the timeframes if it is determined by CDOT to be in the best interest of the State, and the Project.

Key Event	Date	Time
Draft RFP for CM Services	3/19/2026	N/A
Optional One-On-One Meetings (50-minutes)	see section 2.4	TBD
Draft RFP Proposer Questions/Comments Due	4/1/26	2:00 p.m.
Final RFP for CM Services	4/14/26	N/A
Proposal Submission Deadline	5/15/26	2:00 p.m.
Shortlist Notification Emails	6/05/26	N/A
Interviews	6/24/26	TBD
Chief Engineer Selection Approval	7/01/26	N/A
Selection Notification Emails	7/06/26	N/A
Evaluation Result Public Posting	7/6/26	N/A
Anticipated Contract Execution/NTP	8/5/26	N/A

2.4. INFORMAL ONE-ON-ONE MEETINGS

The Optional One-On-One Meeting opportunities are provided to allow Proposers an opportunity to ask questions regarding the Project, established goals, the draft RFP, and the CM/GC Procurement Process. Proposers that have submitted a Letter of Interest may sign up for an Optional One-On-One Meeting with CDOT staff by emailing Zachary.Bay@state.co.us.

2.5. QUESTIONS AND CHANGES TO THE RFP

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

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

The request shall specify the provision and section of the Draft RFP in question, and, if a change is requested, contain an explanation for the requested change. CDOT will not respond to questions or change requests received after time specified in the above table within **Section 2.3** of this RFP.

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

https://www.codot.gov/projects/studies/us50passinglanes

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

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

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

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

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

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

2.7. AWARD OF CONTRACT

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

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

The General Contract for Construction (if any) will be separate from the CM contract.

All negotiations shall be open book. CDOT and their Independent Cost Estimating Consultant shall have access to all CAP proposal documents, quotations, takeoffs, and other construction cost estimates, including those for subcontractors, during negotiations.

The General Contract for Construction (if any) will be separate from the CM contract.

Issuance of the General Contract for Construction will be subject to the CM's firm posting 100% performance and payment bonds and being compliant with CDOT procurement policies. The CM's firm will competitively procure and award qualified subcontractors in accordance with their proposed subcontracting plan, as described in **Section 2** and **Section 3** of this RFP.

2.8. MANAGEMENT PRICE PERCENTAGE

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

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

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

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

2.9. PROPOSAL SUBMITTAL – STEP 1

Proposers must comply with the following items. CDOT retains the right to waive any minor irregularity or requirement, so long as CDOT determines that it is in its, and the Project's best interest, as determined by CDOT, in its sole discretion**.**

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

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

   - The maximum file size is 50 MB.
   - CDOT will only evaluate the files that are received by the date and time deadline set forth in **Section 2.3** of this RFP.

B. Proposal Format:

   - Submittals shall be formatted with section headers/tabs in the exact form and alphanumeric sequence of **Section 3** of this RFP.
   - All submittals shall use a minimum font size of 11 Times New Roman and a minimum font size of 10 Times New Roman exclusively for charts, graphs, and figures.
   - Web links or QR codes to external documents, information, videos, etc. are not allowed.
   - Introductory Letter

- 1-page limit (8-1/2" x 11" electronic paper size). Proposers shall acknowledge all issued addenda within this letter.

- Proposal Section
  - 10-page limit (8-1/2" x 11" electronic paper size).
  - 3-page limit (11" x 17" electronic paper size) shall be reserved exclusively for visual aids such as charts, graphics, and plan sheets.
  - The total page limit for the Proposal Section is 13-pages (single sided).
  - Background information for Key Personnel or other Team members does not need to be duplicated in the Proposal Section. Proposers can refer to the Appendix Section for this information.

- Appendix Section

  The Appendix Section shall only include:
  - Potential conflicts of interest: No page limit (8-1/2" x 11" electronic paper size).
  - Signed Anti-Collusion Affidavit, CDOT form #606: No page limit (8-1/2" x 11" electronic paper size).
  - Evidence of Prequalification per **Section 2.2.D** of this RFP.
  - Surety Letters: No page limit (8-1/2" x 11" electronic paper size).
  - Evidence of insurability: No page limit (8-1/2" x 11" electronic paper size).
  - Resumes and references for team members: 20-page limit (8-1/2" x 11" electronic paper size). At a minimum, it is expected that resumes and references are included for all Key Personnel. The Proposer may include resumes and references for non-Key Personnel team members but shall adhere to the 20-page maximum page limit.
  - MPPC (Form B-2 and Appendix C): Maximum of 3-total page limit (8-1/2" x 11" electronic paper size).
  - Maximum Compensation for Construction Manager Preconstruction Services (Form B-1): 1-page limit.

- Supplemental Section
  - 5-page limit (8-1/2" x 11" or 11" x 17" electronic paper size).
  - The Supplemental Section shall be reserved exclusively for supplemental materials for risk assessments, Cost Model examples, process illustrations, the organizational chart, and additional photos, exhibits, or schedules.
  - Supplemental information will only be considered in the scoring if clearly referenced in the Proposer's responses to SECTION 3 – PROPOSAL CONTENT AND EVALUATION CRITERIA

- Commendation Section
  - 5-page limit (8-1/2" x 11" electronic paper size).
  - The Commendation Section shall be reserved for awards or letters of recommendations.

C. CDOT shall evaluate Proposals in accordance with criteria as indicated in **Section 3.1** of this RFP and subsequently score the submitted responsive Proposals in accordance with criteria in **Appendix B** of this RFP.

D. Responses to all items shall be complete; Proposers are encouraged to cross-reference to other sections of their proposal where applicable.

E. All references shall be current and relevant.

F. Tabs, covers, and tables of content pages do not count toward the page count. All proposals must be submitted in .pdf format and transmitted electronically to CDOT.

G. Short List

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

2.10. INTERVIEWS - STEP 2

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

SECTION 3 – PROPOSAL CONTENT AND EVALUATION CRITERIA

3.1. EVALUATION CRITERIA FOR PROPOSALS (60 Points Possible)

A. CM Project Management Team (10 Points Possible)

Composition and Commitment of the CM Project Management Team

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

Tier Breakdown

- TIER I: One team member should comprise the role as the Key Personnel for the Project, and should have the following Tier I skills, experience, and knowledge:
  - Project Manager (PM)
    - This team member shall serve as the overall PM for the CM services and, if awarded a GC Construction Project Contract, GC construction services. The PM shall be the main point of communication for the Project team;
    - This team member shall remain in this role for the duration of the Project and is not permitted to fulfill any Tier II or Tier III responsibilities unless approved by CDOT

Project Director;

- This team member shall have a minimum of 10 years of industry experience and shall have demonstrated experience and expertise in a similar role in the delivery of projects of a similar scope, value, nature, and complexity to the Project; and
- Anticipated time commitment: 75-100% throughout the duration of the Project.

- TIER II: Key Personnel are expected to attend relevant Project meetings.The following staff members shall comprise Key Personnel for the Project, and should have the following Tier II skills, experience, and knowledge:
  - Construction Manager
    - This team member shall be responsible for providing construction and constructability expertise, construction phasing, and seeking innovative solutions during preconstruction services;
    - This team member shall have a minimum of 10 years of experience in construction and management of construction on highway projects similar in scope, value, nature, and complexity of the Project; and
    - Anticipated time commitment: 50-75% during preconstruction, 100% during construction (if applicable).
  - Scheduling Expert/Project Controls
    - This team member shall be responsible for managing the Project schedule and Project risk;
    - This team member shall have a minimum of 5 years of industry experience specific to this expertise and be able to confidently use the scheduling software of choice as shown in **Section 1.14** of this RFP; and
    - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-50% during preconstruction, 50-75% during construction (if applicable).
  - Quality Manager
    - This team member shall be responsible for quality assurance during the preconstruction phase and if a CAP is successfully negotiated this position may transition into managing Contractor Project quality control throughout construction;
    - This team member shall have a minimum of 5 years of industry experience specific to this expertise; and
    - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-50% during preconstruction, 75-100% during construction (if applicable).
  - Cost Estimator
    - This team member shall be responsible for providing ROM cost estimates and OPCCs during preconstruction services;

- This team member shall have a minimum of 5 years of industry experience specific to this expertise; and
- Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 30-60% during preconstruction, and 10% during construction (if applicable).

  - Environmental Specialist
    - This team member shall be responsible for providing input on all environmental issues, for example the incorporation and construction of erosion control measures into the Stormwater Management Plan (SWMP);
    - This team member shall have a minimum of 5 years of environmental experience, including preconstruction and construction experience; and
    - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 20-40% during preconstruction, and 50-75% during construction (as needed).
  - Traffic & Safety
    - This team member shall be responsible for verification of MUTCD and CDOT S standards compliance on all traffic and safety related aspects of the project, including various elements of the TMP, TCP, and TO plan;
    - This team member shall have a minimum of 5 years of traffic, safety and operations, including preconstruction and construction experience; and
    - Anticipated time commitment: Depending on the number, size, and complexity of construction packages, may be committed 20-40% during preconstruction, and 75-100% during construction (as needed).
  -

- TIER III: Technical Experts will make-up Tier III of the organization structure but are not considered Key Personnel. Technical Experts are expected to attend relevant Project meetings. Tier III staff should provide the following skillsets, knowledge, and experience:
  - Materials,
  - Geotechnical,
  - Utilities/Irrigation,
  - Roadway,
  - Drainage,
  - Railroad
  - Civil Rights (Equal Employment Opportunity).
- Multiple Tier II and Tier III skill sets may be fulfilled by one individual if adequate justification is made in the proposal to define who is fulfilling what role and their qualifications with the exception of the Quality Manager. Proposers shall identify a lead person for each skillset.

- The Proposer may identify and include additional Key Personnel within the Proposal that are necessary for the success of the Project. The Proposer shall include an explanation for the additional Key Personnel, and the added value they bring to the Project. The Key Personnel requirement within **Section 1.15** of this RFP will apply to any additional Key Personnel identified by the Proposer.
- All Key Personnel are expected to attend relevant Project meetings.
- Key Personnel are expected to have been delegated a reasonable level of decision-making authority on behalf of the CM.

Organizational Chart and Succession Planning

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

Safety Record and Performance

- Provide a narrative of the Proposer's largest foreseen safety risks for the Project and describe the safety programs, processes, and initiatives that the Proposer currently has in place to help manage/mitigate/or eliminate the safety risks.
- Provide the following information for each entity involved, covering the last 4 years (2021-2025).
    - Experience Modification Rates (EMR)
    - OSHA Reportable Incident Statistics

B. Contractor Capability (10 Points Possible)

Pursuant to Section 24-93-110, (1), C.R.S. CDOT will not exclude a Proposer from the short list based solely on the Proposer's lack of experience in delivering a public project in the State using the CM/GC delivery method.

Prior Project Experience/Performance/References

- Provide a summary of the Proposer's previous project experience relevant to the general scope and construction value of work for this Project.
- Provide three or more relevant projects/programs that demonstrate the Proposer's ability to be successful on this Project. For each listed project or experience, include the name of the owner, any architect/engineer references, and the contract information CDOT may at its discretion, contact references on the listed projects.

  Provide at a minimum:

    - The project/contract name,
    - Project delivery method,
    - Description of services provided,

- Overall construction cost of the project, as applicable, including the initial contract/construction value and value at final acceptance. Please provide reasoning for any differential,
- Description of project schedule performance, including initial schedule, and reasons for schedule change,
- Coordination with stakeholders, if any,
- Key personnel assigned or in-house staff and their level of involvement,
- Senior Leadership assigned and their commitment in time to the overall success of the project, as well as their commitment to the success of the Owner's Program,
- Major subcontractors and primary subcontracts used in the performance of the contract, and
- Project Reference(s). All references submitted shall be current for relevant projects. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of proposal due date.

C. Strategic Project Approach (20 Points Possible)

Preconstruction Services

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

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

- Grant Alignment & Milestone Management, Site Selection & Optimization

Describe the Proposer's strategy for project management for the Project that would encourage building a culture of success and collaboration. Highlight how the Proposer will manage preconstruction milestones, quality control during preconstruction, project resources, and environmental resources. The narrative should specifically address the "Categorical Exclusion" (CatEx) strategy and how the Proposer will identify site-specific stipulations (endangered species, historic ditches, noise, etc.) early to avoid design restarts.

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

Construction Services

Describe the Proposer's project specific plan and approach to construction project management for the Project. Describe how the Proposer is uniquely skilled to manage the challenges of the Project. Highlight the strategy to meeting construction milestones,

project sequencing, early action opportunities, critical scope elements, stakeholder coordination, and market conditions. In addition, please provide specific details regarding:

- Corridor Logistics & Phasing
- Freight & Agricultural Vehicle Access
- Phasing and Packaging Strategy

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

Describe the Proposer's plan and approach to environmental management for the Project. Address how the Proposer will manage construction activities around the irrigation season and avoid impacts to irrigation ditches and wetlands.

Describe the Proposer's plan and approach for incident response. Include how your team will remain agile to coordinate, adapt, complement, and contribute to the Incident Command's direction, if required. Due to the long emergency detour routes on the US 50 corridor, specifically describe the communication plan for rapid incident clearance to prevent corridor-wide delays.

Project Innovations

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

D. Approach to Risk, Schedule, and Pricing (20 Points Possible)

Risk Approach

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

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

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

Schedule Approach

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

Cost Model Approach

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

Describe how the Proposer's cost model will incorporate the variables that affect project costs, innovation, essential inputs needed, coordination with the Owner and their

Independent Cost Estimator, and be reliable over multiple construction seasons.

3.2 EVALUATION CRITERIA FOR INTERVIEWS (40 Points Possible)

An interview will be a mandatory part of the selection process for those Proposers on the Short List. At a minimum, all Tier I and Tier II Key personnel shall attend the interview. The structure of the interview will be as follows:

A. Short Presentation (15 Points)

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

B. Question and Answer Session with the Selection Panel (25 Points)

The questions asked by the Selection Panel in this session will be the same for each Proposer. The Proposer will be allocated 60 total minutes for this session. The Evaluation Facilitator will read each question and allow the Proposer to respond to the question for evaluation and scoring by the Selection Panel. The interview typically includes multiple questions, all questions and follow up questions must be responded to in the allotted 60-minute time limit. The Proposer shall monitor the 60 total minutes. If time remains after all questions are asked and answered, and the Proposer does not have any questions, the Selection Panel may ask follow-up questions regarding the Proposers proposal, short presentation, or questions and answers.

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

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

APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

This table has been reformatted for clarity and to accommodate accessibility for public posting

The following tables outline the communication, consensus building, project team reviews, conceptual design, data gathering, documentation, and formal public notice activities required during the Preconstruction phase. All activities must be planned by the appropriate responsible party and coordinated with all team members to ensure parallel paths of activity are completed in accordance with the shortest possible schedule. The type and number of meetings and documents will vary based on the specific category and characteristics of the project work.

This matrix serves as the foundational agreement for workload distribution. The Construction Manager (CM) shall work with the Design Team to finalize this Appendix, ensuring the "Lead," "Support," and "Collaborative" designations align with the specific needs of the project, for final approval by the Project Director.

Legend:

- Lead: Primary responsibility for the item.
- Support: Secondary responsibility to assist or provide data.
- Collaborative: Shared responsibility requiring active participation from all parties.

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

I. Initial Project Scoping & Progress Meetings

Activity	**Contractor**	**Design Consultant**	**CDOT / Others**
Partnering Intro Session	Support	Support	Lead
Project Site Visit & Inspection	Lead	Support	Support
Review Status, Goals, & Schedule	Collaborative	Collaborative	Collaborative
Initial Risk Management Plan	Lead	Support	Support
Review Environmental Documents	Lead	Lead	Support
Independent Design & As-Built Review	Lead	—	—
Develop Project Schedule & Tasks	Lead	Support	Lead
Identify Design Criteria	—	Lead	Support
Discussion of Long Lead Items	Lead	Support	Support
Analysis of Phasing/ PS&E Packaging	Lead	Support	Support
Set Naming Convention Standards	Support	Lead	Support
Develop Document Review Process	Support	Lead	Support

II. Project Development Process & Communication

Activity	**Contractor**	**Design Consultant**	**CDOT / Others**
Project Management	Support	Support	Lead
Communication & Consensus Building	Support	Support	Lead
Maintain Updated Contact List	Support	Lead	Support
Graphics Support & Presentations	Collaborative	Collaborative	Collaborative
Provide Local Office	—	—	Lead
PM Updates on Progress	Collaborative	Collaborative	Collaborative
Project Discussion	Collaborative	Collaborative	Collaborative
Project Meeting Minutes	—	Lead	Support

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX
III. Preliminary Design

Activity	Contractor	Design Consultant	CDOT / Others
Preliminary Design Development	—	Lead	Lead
CDOT Specialty Unit Coordination	—	Support	Lead
Environmental Data and Analysis	—	Support	Lead
Environmental Mitigation Development	Support	Support	Lead
Environmental Clearances and Permits	—	—	Lead
Hazardous Material Investigation	—	Lead	Support
ROW Clearances	—	Support	Lead
Local Clearances	—	Support	Lead
CDOT Forms/Process	—	—	Lead
Utility Coordination	Support	Support	Lead
Conduct Field Survey	—	Lead	Lead
Field and Project Research	Collaborative	Collaborative	Collaborative
Develop and Calculate Quantities	Support	Lead	Support
Provide PS&E Packages	—	Lead	Support

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

IV. Preconstruction

Activity	Contractor	Design Consultant	CDOT / Others
Construction Requirements	Lead	Support	Support
Innovation Development & Tracking	Lead	Support	Support
Value Engineering	Lead	Support	Support
Verify As-Built Plans	Collaborative	Collaborative	Collaborative
Develop Cost Model	Lead	Support	Support
Construction Phasing Plan	Lead	Support	Support
Preliminary Construction Schedule	Lead	Support	Support
Risk Register Management	Lead	Support	Support
Maintain ESB and Subcontractor Plan	Lead	—	Support
Constructability Reviews	Lead	Support	Support

V. Milestone Reviews (30% FIR & 90% FOR)

Activity	Contractor	Design Consultant	CDOT / Others
Compile Milestone Plans/Specs	—	Lead	Support
Provide Updated Quantities	Support	Lead	Support
Prepare Engineer's Estimate	—	—	Lead
Provide OPCC	Lead	—	—
Review PS&E Package/Redlines	Lead	—	Lead
Document Design Deviation Justification	—	Lead	Support
Attend FIR/FOR Meetings	Collaborative	Collaborative	Collaborative
Post-Milestone Revisions & Memos	—	Lead	—
Update Cost Model	Lead	—	Support

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX
VI. CAP Proposal & Negotiations

Activity	Contractor	Design Consultant	CDOT / Others
Supply Cost Model to ICE	Lead	—	Support
Construction Contract Checklist	—	—	Lead
Prepare/Submit CAP Proposals	Lead	—	Support
Procure Independent Cost Estimate	—	—	Lead
Review CAP vs. Engineer Estimate	—	—	Lead
Negotiate Final CAPs	Collaborative	—	Collaborative
Submit Electronic Bid	Lead	—	—

APPENDIX B: EVALUATION NOTES AND FORMS

Proposal Evaluation and Interview Evaluation Scoring Notes:

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

Evaluation Assessment Guidelines	
Selection Panel members will individually evaluate and score their assigned proposal category in accordance with the evaluation criteria set forth in this RFP and assign a numerical score according to the scoring methodology listed below.	
Score	**Description**
5	The Proposer demonstrates **several** Significant Strengths and/or **several** Minor Strengths, has **no** Significant Weaknesses or **no** Minor Weaknesses regarding the following bullets: ● The Proposer's understanding of and approach to meeting the Project Goals. ● The Proposer's understanding of and approach to meeting the stated requirements and objectives of this scoring category. ● The Proposer communicates a commitment to quality for all phases of the Project. ● The Proposer's qualifications. The response supports an extremely strong expectation of successful Project performance if ultimately selected as the CM.
4	The Proposer demonstrates **several** Minor Strengths and/or **few** Significant Strengths, has **few** Minor Weaknesses and **no** Significant Weaknesses regarding the following bullets: ● The Proposer's understanding of and approach to meeting the Project Goals. ● The Proposer's understanding of and approach to meeting the stated requirements and objectives of this scoring category. ● The Proposer communicates a commitment to quality for all phases of the Project. ● The Proposer's qualifications. The possibility exists that if selected, the Proposer may offset the Weakness of the response with their strengths. However, their minor weakness could slightly affect the success of the Project.
3	The Proposer demonstrates **several** Minor Strengths and **no** Significant Strengths, has **several** Minor Weaknesses and **few** Significant Weaknesses regarding the following bullets: ● The Proposer's understanding of and approach to meeting the Project Goals. ● The Proposer's understanding of and approach to meeting the stated requirements and objectives of this scoring category. ● The Proposer communicates a commitment to quality for all phases of the Project. ● The Proposer's qualifications. The possibility exists that if selected, the Proposer's Weaknesses could have an adverse effect on the success of the Project.
2	The Proposer demonstrates **few** Minor Strengths and **no** Significant Strengths, has **several** Minor Weaknesses and/or **several** Significant Weaknesses that demonstrate deficiency regarding the following bullets: ● The Proposer's understanding of and approach to meeting the Project Goals. ● The Proposer's understanding of and approach to meeting the stated requirements and objectives of this scoring category. ● The Proposer communicates a commitment to quality for all phases of the Project. ● The Proposer's qualifications. It is probable that if selected, the Proposer's Weaknesses will have an adverse effect on the success of the Project.
1	The Proposer demonstrates **no** Minor Strengths and **no** Significant Strengths, has **several** Minor Weaknesses and/or **several** Significant Weaknesses regarding the following bullets: ● The Proposer's understanding of and approach to meeting the Project Goals. ● The Proposer's understanding of and approach to meeting the stated requirements and objectives of this scoring category. ● The Proposer communicates a commitment to quality for all phases of the Project. ● The Proposer's qualifications. The response supports a strong expectation that if selected, the Proposer's Weakness will negatively impact the pursuit of the Project Goals.

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

Name of Proposer: _____

Name of Project: US50 SHIFT Passing Lanes

Date: _____

The undersigned certifies its acceptance or rejection of the CDOT determined Maximum Compensation for Construction Manager Preconstruction Services of $750,000 (RFP Section 1.20), established for the above project by selecting either "Accept" or "Reject," initialing next to the proposer's section, and signing this certification:

_____ Accept the Maximum Compensation for Construction Manager Preconstruction Services - _____ Initials

OR

_____ Reject the Maximum Compensation for Construction Manager Preconstruction Services - _____ Initials

By: _____ Print Name: _____
(Signature)

Title: _____ Date: _____

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

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

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

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

Name of Proposer: _____

Name of Project: US50 SHIFT Passing Lanes

Date: _____

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

_____ Accept the MPP - _____ Initials

OR

_____ Reject the MPP - _____ Initials

By: _____ Print Name: _____
(Signature)

Title: _____ Date: _____

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

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

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

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

APPENDIX C: CONSTRUCTION GENERAL CONDITIONS

	Costs NOT TO BE included in CM/GC Management Price Percentage	**Costs TO BE included in CM/GC Management Price Percentage**
Item	**Costs for the categories below will be negotiated and included in the direct "Cost of the Work"**	**Other indirect and non-reimbursable costs to be included in the CM/GC price percentage are listed below**
E.1	Mobilization	Project Principal – all costs
E.2	Project Manager	Project Manager relocation, housing, and subsistence costs.
E.3	Construction Manager/Superintendent	Construction Manager/Superintendent relocation, housing, and subsistence costs.
E.4	All other on-site, construction management staff as approved by the Agency	Additional CM/GC staff relocation, housing, and subsistence cost.
E.5	On-site administrative staff, including clerical and secretarial staff	Home, branch and regional office administrative support staff and all related costs
E.6	All project direct costs related to Safety	Home, branch and regional office safety support staff and all related costs
E.7	All project direct costs related to Quality Control	Home, branch and regional office quality control support staff and all related costs
E.8	Project office costs for cleaning, set-up/demo, maintenance, security, utilities, rent/lease, equipment, and furniture	Profit
E.9	Materials and equipment handling, including shipping/transport to site and storage costs	
E.10	Costs to co-locate with Agency staff	
E.11	Job site temporary toilet facilities and maintenance	
E.12	Partnering workshops	
E.13	Construction rental equipment	
E.14	Actual cost of permits	
E.15	All project direct costs related to implementation of Agency-approved sustainable practices	
E.16	All project direct costs related to implementation of Agency-approved DBE/ESB program	
E.17	Construction equipment and vehicles at Proposer's internal cost rate, including costs of maintenance and fuel	
E.18	All costs related to cell phones, radios, fax machines, pagers, computers and software.	
E19	All costs of capital and interest; licenses and taxes required by law.	
E.20	Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies	

APPENDIX D: SAMPLE CONSTRUCTION MANAGER CONTRACT

https://www.codot.gov/business/alternativedelivery/assets/cm-contract-final-clean-current-final-template-with-edits-from-blue-mesa-for-mg-from-liliana-9-19-24-1.pdf

The contract is in review and anticipated to have non-substantive updates inclusive of clarifications on the Civil Rights exhibit. An updated sample contract will be included at the time of advertising the Final RFP.