



## **Request For Proposals**

### **Construction Manager/General Contractor (CM/GC) Services**

**PROJECT NUMBER: NHPP 0252-450 (21102)**  
**PROJECT LOCATION: I-25 Monument to Castle Rock**

***Ad Date: November 13, 2017***  
***Revision 1 Date: November 20, 2017***  
***Revision 2 Date: December 4, 2017***

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

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

### **1.1. SCOPE OF THIS RFP FOR CMGC SERVICES SELECTION**

CDOT is soliciting CMGC services for I-25 South Gap: Monument to Castle Rock (“the Project”). The selected Proposer will provide preconstruction phase Construction Management services and is intended to be the General Contractor during the construction phase. However, the construction contract is not guaranteed.

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

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

- Partner with the Consultant Designer, and the CDOT Leadership Team, as part of the design team. As part of the design team, the Contractor will provide input on schedule, phasing, constructability, material and equipment availability, and estimates throughout the preconstruction phase of the project.
- Review all existing as-built plans, current conceptual/preliminary designs, and site conditions.
- Provide design and schedule validation for current conceptual/preliminary designs.
- Attend the Project Scoping Workshop and any other meetings throughout preconstruction agreed to at the Project Scoping Workshop, including Project, Milestone, Action, Long Lead Time Procurement (LLTP) Construction Agreed Price (CAP), and Construction CAP negotiation meetings. The Project Scoping Workshop will cover at least the following items:
  - Introduction to the project, the project stakeholders, the CMGC delivery plan, planning partnering session(s) and identifying roles and responsibilities.
  - Team will review project status, goals, objectives, funding, preliminary preconstruction schedule, etc. Initial schedule should include milestones 30%, 60%, 90% (design review meeting dates), cost model review meeting, and CAP.
  - Team to work with CM to start developing project risk table and plan.

- Review of relevant plans, specifications, and reports.
- Team may choose to visit project site and potentially visit CM offices and meet potential subcontractors that add value to the project.
- Set up progress meeting schedule and initiate working groups for various elements of the project, i.e., bridge working group.
- Team to establish Document Control Plan.
- Formal value engineering meeting may be required and CM shall participate.
- Provide cost estimates at milestones that includes the following activities:
  - Item identification that is compatible with CDOT's cost estimating, standards and specifications.
  - Develop/Update Opinion of Probable Cost (OPC) worksheet.
  - Quantity reconciliation with designer and CDOT. This may include verification of means of methods between CDOT, design consultant and ICE.
  - Analysis should include availability of labor, equipment, and materials.
- In conjunction with the design consultant the contractor will provide cost estimates, constructability and phasing reviews for design element alternatives as needed throughout the project. This may include:
  - Evaluating industry standard operating and maintenance costs to determine life-cycle costs.
  - Evaluating user costs.

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

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

- Prepare written reports at the 30%, 60%, and 90% milestones summarizing the value engineering activities accomplished and any recommendations developed within each phase.
- Integrate Disadvantaged Business Enterprises (DBEs) in the project as required during the CMGC services.
- Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to determine project costs, attainability of deadlines, and help develop value engineering ideas.
- Lead risk management discussions with project team, set risk meeting schedules and prepare and update the project risk register. Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.
- Develop and produce the following reports and deliverables as directed by the CDOT PM:
  - Subcontractor Selection Plan
  - Quality Control Plan
  - Material Sourcing Plan
  - Worker and Public Safety Plan
  - Innovation Tracking and Performance Report
  - Procurement Review Report for each LLTP CAP if required.
- Provide monthly invoices and project reports as required by CDOT for payment of preconstruction CM services.
- The Contractor shall be required to provide written reviews or reports and details/redlines of the project plans and specification packages at project milestones. The Contractor shall thoroughly review all plans, specifications, reports, diagrams, shop drawings, and all other necessary project documentation. Comments should be related to constructability, clarifications, design errors or omissions, effect on schedule, effect on cost, risk identification, or value engineer suggestions/recommendations. The Design Consultant and Contractor shall independently calculate quantities of the construction package.
- It is anticipated the Contractor shall submit an Opinion of Probable Cost (OPC) for each package identified.
- The Contractor shall submit a CAP proposal when both the Contractor and CDOT agree the design has progressed to the appropriate level typically at 90%. The Contractor shall submit CAP proposals and Electronic Bid Submittals (EBS) once a CAP has been accepted.
  - CDOT may request the Contractor to submit a CAP on early construction packages or for the procurement of long lead items.

- The Contractor shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if CAP proposals are accepted by CDOT.
- If negotiations for a final construction price and the schedule are not successful, CDOT reserves the right to place the project for open bid. In this case, the Contractor shall be compensated for its pre-construction services per the CMGC services contract and CDOT will have no further obligations to the Contractor.
- Lead Value Engineering workshop(s) at agreed upon Milestones to coordinate estimating tasks, bring multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials.
- Provide input on accelerated bridge construction techniques.
- Provide constructability input into the various bridge types, wildlife crossings, and retaining walls under consideration.

## **1.2. PROJECT GOALS**

This project is intended to produce the following improvements:

1. Minimize project delivery time by accelerating the start time of design and construction while minimizing the overall project delivery duration. Execute a construction contract by early November 2018 or sooner.
2. Maximize the project scope and improvements within the project budget (\$350M)
3. Maximize capacity, improve safety, and provide reliable trip for the traveling public.
4. Minimize inconvenience to the traveling public during construction.
5. Construct an environmentally responsible project.
6. Construction completion in Spring of 2021.

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

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

A Planning and Environmental Linkages (PEL) Study was started in August 2016 to study the section of Interstate 25 from Monument to the C-470/E-470/I-25 Interchange. The study identified an early action project in the “Gap” from Monument to Castle Rock. In January 2017, CDOT Executive Director, Shailen Bhatt— announced that the department would advance the I-25 South Gap Project to be ready for construction in 2019. However, in October 2017, CDOT accelerated the schedule even more and determined that the Gap project needed to be under contract and construction by November 2018. The existing 18 mile, two-lane configuration in each direction from approximate milepost 161 in Monument to approximate milepost 179, just south of Castle Rock, is experiencing severe congestion during weekdays as well as weekends. This section of I-25 is essentially a bottleneck as the interstate is 6 lanes (3 lanes each direction) at each end of the Gap. The project is primarily in Douglas County, however the south section of approximately 2 miles is within El Paso County. CDOT will be the lead agency for the project, however CDOT has partnered with El Paso County, Douglas County, DRCOG, PPACG, FHWA, City of Colorado Springs, Town of Monument, Town of Larkspur, Town of Castle Rock, Colorado Parks and Wildlife, and a number of other local groups to move this project forward.

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

The Gap section of I-25 was originally constructed in the 1960s and remains essentially unchanged and has not kept pace with modern travel demands. This section of I-25 has long climbing grades and narrow shoulders, creating limited options for drivers to maneuver around slow vehicles, crashes, or other obstacles, especially when traffic volumes are high. As a result, this corridor experiences regular congestion and traffic incidents, which often propagate throughout the corridor and lead to serious queuing. Backups are further complicated by a lack of alternative routes and disconnected frontage roads.

The project’s major elements include, but are not limited to: adding a tolled express lane in each direction of I-25 between Monument and Castle Rock, widening of inside and outside shoulders, leveling course for correcting superelevation and cross slope, replacement of the twin bridges at Upper Lake Gulch, installing several wildlife crossings, adding lighting and ITS elements, installing new drainage structures and culverts, and constructing retaining walls and median barrier. Additional elements may be added as the project budget allows. There are eight current major structures in the project limits. It is anticipated that up to three will likely be replaced, along with three or four new structures being likely required for wildlife crossings. Structures costs are a significant issue to the project. The contractor CMGC input will be critical to the final approach and scope, including the actual final number of structures built.

The project template consists of a 12 foot inside shoulder, 11 to 12 foot Express Lane, 4 foot buffer, 2 - 12 foot general purpose lanes and a 12 foot outside shoulder. The project is planned to be completed within CDOT Right-of-Way (ROW) but may go outside of ROW if environmental mitigation strategies allow. The expected funding for this project is estimated at \$325.5 Million, however all of the funding has not yet been secured. Construction will need to begin by November 2018 and completed in spring of 2021.

The interstate will be widened to the inside to keep within CDOT ROW. There will be widening to the outside only as needed for the template width or environmental mitigation. It will be critical during construction to maintain 2 lanes of traffic in each direction during peak travel times. CDOT Consultant CH2M is currently working on preliminary design and is expected to be at 30% design when the Contractor is brought on board. The FIR is currently scheduled for January 30, 2018. Topographic Survey, ROW Plans, pavement design, utility locates, and structural borings either have been completed or are in process.

The project risks have been identified as: meeting the aggressive design and construction schedule; obtaining Union Pacific Railroad agreements in a timely manner; meeting the accelerated NEPA schedule; work window restrictions for environmental and weather; Section 106, 404, 4(f), 7, and EA approvals; condition of existing pavement and structures; determining tie-ins for express lanes; upgrading existing roadway geometrics to current standards; political/jurisdictional wants and needs aligning with the project goals; acquiring ROW if needed; coordination with open space owners adjacent to the project; placement of water quality facilities within ROW; floodplain impacts and timeliness of CLOMR/LOMR; potential conflict with Dept of Defense fiber optic lines; and public acceptance of express lanes.

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

Source(s) of funding for this CMGC contract may include: Senate Bill 267, El Paso County, Douglas County, FASTER Safety, Pikes Peak Rural Transportation Authority (PPRTA), Infrastructure For Rebuilding America (INFRA) Grant, High Performance Transportation Enterprise (HPTE) Ramp Development.

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

The time period for the work described in this scope is approximately 270 Calendar Days for design and 900 Calendar Days for construction.



**1.6. PROJECT ADMINISTRATION**

The Contract Administrator for this project is:

John Hall, Resident Engineer  
719-227-3205  
john.hall@state.co.us

CDOT Project Manager and Primary Point of Contact:

Jody Allen, Project Manager  
303-365-7254  
jody.allen@state.co.us

**1.7. PROJECT COORDINATION**

**A. Routine Working Contact**

The routine working contact will be between the CDOT Project Team Representative, TBD (CDOT) and the Contractor Project Manager (CMGC/PM).

**B. Project Manager Requirements**

Each Project Manager will provide the others with the following:

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

**C. Coordination**

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

- CDOT Region 1 Project Team
- CDOT Project Management Team (PMT)
- Project Design Consultant and any Sub-consultants
- Selected Project CMGC Contractor and any Sub-contractors
- Other Project Consultants/Contractors
- Independent Cost Estimator /CDOT Cost Estimator
- CDOT Maintenance
- I25 Coalition
- High Performance Transportation Enterprise (HPTE)
- Traffic and Revenue Consultants
- E470
- CDOT Specialty Groups
- Region 1 Civil Rights Office

- Public Information Office
- Technical Working Group
- Steering Committee
- Corridor Stakeholders, including:
  - Impacted Cities
  - Douglas and El Paso Counties
  - Railroads
  - Denver Regional Council of Governments (DRCOG)
  - Pikes Peak Area Council of Governments (PPACG)
  - U.S. Army Corps of Engineers (USACE)
  - Colorado Parks and Wildlife (CPW)
  - Environmental Protection Agency (EPA)
  - U.S. Fish and Wildlife Service (USFWS)
  - Federal Highway Administration (FHWA)
  - Utility Providers
  - Colorado Department of Public Health and Environment (CDPHE)
  - Colorado State Patrol (CSP)
  - Other

#### 1.8. **FIXED LIMIT OF CONSTRUCTION COST**

The Fixed Limit of Construction Cost is the estimated portion of the project budget allocated for the construction phase of the project that includes all construction contract amounts for all construction packages for the project. Each construction contract amount includes the total actual price of construction, the CMGC Management Price Percentage applied to each construction item, and all indirects, force accounts, and risk pools that are associated with the construction of all elements of the work designed or specified by the Design Consultant.

The CMGC Management Price Percentage is defined in **Section 2 CMGC Proposal Requirements and Instructions**. The Fixed Limit of Construction Cost for this project is \$325.5 Million. *The projected funding timing and source may change which may lead to multiple CAPs.*

#### 1.9. **PROJECT CONSTRUCTION SCHEDULE**

Project milestones are shown below:

- Construction commencement by November 2018
- Completion of construction: Anticipated Spring 2021

Different schedules may be allowed as long as above milestones are met and impacts to traffic and area residents are minimized and approved by CDOT. The Contractor must recognize this is a very sensitive corridor with high traffic volumes and must work and communicate with project stakeholders before and during construction. It is anticipated that a Project Specific Lane Closure Strategy will be developed that could affect schedule. The project corridor is atypical in traffic volumes with the highest volumes occurring from Thursday

through Sunday with increased seasonal congestion. The Project team including CDOT, the Contractor, and the Design Team will work together to create a construction baseline schedule. The contractor may elect to use Microsoft Project or Primavera at their discretion given that the schedule is maintained in the same format throughout the duration of the Project. After the Baseline is created, updated schedules will be required to be submitted during construction by the Contractor monthly, after any significant change to project, and otherwise as directed by CDOT.

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

##### **Background Documents:**

Safety Assessment, Preliminary PEL Documents, Existing Conditions Report, Public Meeting Information, etc.

##### **Project Preliminary Documents and Information available on the project website:**

<https://www.codot.gov/projects/i-25-south-monument-castle-rock-ea>

Additional documents may be made available on the Project Website up to two weeks before Proposals are due. It is the responsibility of the Contractor to check this location for any additional Project information as it becomes available.

##### **Additional information regarding the project is also available on the following websites:**

<https://www.codot.gov/projects/I25COSDEN>

<https://www.codot.gov/projects/I25COSDEN/travel/mind-the-gap>

#### **1.11. SPECIFICATIONS**

The 2017 Standard Specifications for Road and Bridge Construction controls construction of this project. The project team will develop the project special and standard special provisions that will take precedence over the Standard Specifications and plans.

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

All tracings, bids, plans, manuscripts, specifications, data, maps, etc., prepared by or obtained by the Contractor as a result of working on this contract shall be delivered to and become the property of the CDOT. The Contractor shall provide as-built drawings as a condition to requesting payment for the completed work.

#### **1.13. REQUIRED PERCENTAGE OF WORK**

The Proposer must perform the CMGC services work valued at not less than **75%** of the total preconstruction work, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually

furnished by a Contractor or Joint Venture performing the particular type of service contained in this RFP.

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

**1.14. PROJECT COMPUTER SOFTWARE REQUIREMENTS**

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

- Estimating: Microsoft Excel 2016 or other software that is compatible with providing pricing on the CDOT Schedule of Bid Items standard format using the most current CDOT Item Code Book.
- Scheduling: Microsoft Project 2016 or Primavera v6
- Specifications: Microsoft Word 2016

**1.15. REQUIRED AVAILABILITY OF KEY PERSONNEL**

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

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

**1.16. ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS**

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

**1.17. APPLICABLE FEDERAL AND STATE REGULATIONS**

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

**1.18. NONDISCRIMINATION**

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

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

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

The contract goal for DBE participation during the pre-construction services is zero percent (0%). Contract goals for DBE participation for construction services will be determined by construction package.

**1.20. COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES**

The selected Proposer will be paid a total lump sum amount of \$750,000 for CMGC services during the Preconstruction Phase. Monthly payments will be paid per invoice as work progresses based on percent complete with agreement of the CDOT Project Manager.

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

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

construction of the project will be paid through a Schedule of Bid items as per the Standard Specifications for Road and Bridge Construction.

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

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

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

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

## SECTION 2 – CMGC PROPOSAL REQUIREMENTS AND INSTRUCTIONS

### 2.1. PROPOSAL GENERAL INFORMATION

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

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

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

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

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

- A. Multiple proposals from a single Proposer will not be considered.
- B. No reimbursement will be made by CDOT for any costs related to the preparation of the Proposal, required documentation, interviews, presentations, discussions, elements of the selection, contract negotiation process, and/or any related activities. These costs are the sole responsibility of the Proposer or joint venture.
- C. The Proposer will include a full disclosure of all potential organizational conflicts of interest in the Proposal. By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer will make an immediate and full written disclosure to CDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts.
- D. Any proposal received by CDOT after the time specified in **Section 2.3 Key Events Schedule** shall be considered late and shall be returned unopened to the Proposer. No late proposals will be accepted for this project.

- E. Except for the Approach to Risk, Schedule, and Price and the CMGC Management Price Percentage Proposals as defined in Section 3.1 and Section 3.3, all records, documents, drawings, plans, specifications, and other materials relating to the conduct of CDOT business, including materials submitted by Proposers, are subject to the provisions of the Colorado Open Records Act (C.R.S. 24-72-191, et seq) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP unless so marked as “confidential” by the Proposer. Such laws govern CDOT’s use and disclosure of records.

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

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

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

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



- F. CDOT reserves the right to reject any or all proposals. Proposals that do not meet the Minimum Proposal Requirements listed in section 2.2 will be rejected as non-responsive.
- G. The selected Proposer will be contracted for assistance during the design development process and is expected to be contracted for construction services for this project. The selected Contractor is not guaranteed to receive a Notice to Proceed to perform construction work if services are terminated at the completion of the preconstruction phase due to lack of construction funding or failure to reach a CAP.
- H. If CDOT and the selected Proposer fail to reach a CAP and CDOT chooses to advertise this project for bids, the selected Contractor will not be permitted to submit a bid.

## **2.2. MINIMUM PROPOSAL REQUIREMENTS**

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

- A. Attended the mandatory Pre-Proposal meeting as defined in Section 2.4.
- B. Demonstrated a bonding capability up to \$325.5 Million for an individual project along with current and anticipated workloads. Provided a letter from a surety company indicating that the Proposer is capable of obtaining Payment and Performance Bonds covering Project No. NHPP 0252-450 (21102), for at least \$325.5 Million. The surety submitting the letter must be a surety company or companies licensed by the State of Colorado and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating “unlimited” bonding/security capability are not acceptable. Performance and Payment Bonds will be required at the time the Construction Agreed Price is accepted. The final value of the Bonds will equal the final construction contract amount.
- C. Provided CDOT with evidence of insurability that meets the requirements of Subsection 107.15 of the Standard Specifications for Road and Bridge Construction. The Contractor or Joint Venture is not required to provide Professional Liability insurance certificates. CDOT may, at its election, implement an Owner Controlled Insurance Program (OCIP) for the construction of this project. Lines of insurance coverage may include any or all of the following: Workers Compensation, Commercial General and Excess/Umbrella Liability, Contractors Pollution Liability, and/or Builders Risk. CDOT reserves the right to determine who participates in the OCIP.
- D. Been pre-qualified with the CDOT Contracts and Market Analysis Branch at the *unlimited* level and satisfy all requirements of pre-qualification per the “CDOT RULES FOR PREQUALIFICATION, DEBARMENT, BIDDING AND WORK ON COLORADO DEPARTMENT OF TRANSPORTATION ROAD, HIGHWAY AND BRIDGE PUBLIC PROJECTS” within 14 days of the

Proposal submittal deadline as shown in the Key Events Schedule below.  
Federal and State regulations require certification by prospective participants (including contractors, subcontractors, and principals) as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments.

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

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

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

#### **DRAFT KEY EVENT SCHEDULE**

<b>Public Notice Phase</b>	<b>Date</b>	<b>Time</b>
Pre Advertisement Notice of RFP	Oct. 31, 2017	5:00PM
First Advertisement of RFP	Nov. 13, 2017	5:00PM
Mandatory Pre-Proposal Meeting	Nov. 16, 2017	9:30AM
One-on-One Briefings (Post-Proposal Meeting)	Nov. 17 2017	By Appt.
Final RFP Questions or Comments Due	Nov. 28, 2017	5:00PM

<b>Short List Phase</b>	<b>Date</b>	<b>Time</b>
Submittal of Proposal	Dec. 11, 2017	12:00 PM
Short Listing Selection Panel Meeting	Dec.14, 2017	All Day
Short List Approval	Dec. 14, 2017	5:00 PM
Notification of Short List Candidates	Dec. 14, 2017	5:00 PM

<b>Selection Phase</b>	<b>Date</b>	<b>Time</b>
Selection Panel Meetings (Interviews)	Dec. 21, 2017	By Appt.
CMGC Management Price Percentage Proposals Submitted	Dec. 21, 2017	By. Appt.
Selection Panel Meetings (Mock Scored Interviews)	Dec. 21, 2017	By Appt.
Chief Engineer Selection Approval	Dec. 21, 2017	5:00 PM
Contractor Notification	Dec. 22, 2017	5:00PM
Contract Execution/NTP	Jan. 10, 2018	5:00PM

#### **2.4. MANDATORY PRE-PROPOSAL MEETING**

The mandatory pre-proposal meeting will be held on Thursday November 16, 2017 at CDOT R1, 2000 S. Holly, Large Maintenance Conference Room, Denver, CO at 9:30 AM. This meeting will introduce all contractors to the CMGC contract delivery method, give an overall introduction to the project as scoped, and enable CDOT to answer questions about the project and process. The CDOT Project Management team for the project will be present. This meeting will be approximately 1.5 hours long.

One-on-One briefings will be held at CDOT HQ 4201 E. Arkansas Ave., Suite 200, Denver CO following the Pre-Proposal meeting by appointment. Please contact Maggie Molinas, CDOT Contracting Officer at 303-757-9398 or [marguerite.molinas@state.co.us](mailto:marguerite.molinas@state.co.us) to schedule a One-on-One briefing. If required, additional briefings may be held November 17th.

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

- A. CDOT reserves the right to make changes to the RFP. Changes to the RFP generally consist of Clarifications, Scope Changes, or Time and/or Date Changes. All changes to the RFP prior to the receipt of proposals shall be made by an addendum to the RFP, which shall be made available to all Proposers on the CDOT webpage. Following receipt of proposals, any changes to the RFP will be conveyed in writing to those Proposers determined to have met the minimum qualifications.
- B. Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request to the address set forth above. The request shall specify the provision and section of the RFP in question, and, if a change is requested, contain an explanation for the requested change. CDOT will not respond to questions or change requests received after November 28, 2017 (5:00pm) as per **Section 2.3 Key Events Schedule**.
- C. CDOT will evaluate any questions and/or requests submitted, but reserves the right to determine whether to respond or accept the requested change. All questions not deemed proprietary will be posted on the project advertisement site in Q & A form. The Project Manager will determine whether a question is proprietary.
- D. Proposers shall not rely on oral or written instructions regarding this RFP, unless issued in writing as a formal addendum by CDOT.
- E. Proposers must acknowledge all issued addenda in the cover/introductory letter to their proposal (See Section 2.8(B) (3)).

## **2.6. CONTRACTOR PROTEST RULES**

Protests will be handled as follows:

Any actual or prospective contractor who is aggrieved in connection with a solicitation or of a contract may protest to the Chief Engineer. The protest shall be submitted within seven working days after the aggrieved person knows or should have known of facts giving rise to the protest. A protest shall not stay the procurement. The Chief Engineer or designee shall have the authority to settle and resolve a protest of a Contractor, actual or prospective, concerning the solicitation or award of a contract. A written decision regarding the protest shall be rendered within seven working days after the protest is filed. The decision shall be based on and limited to a review of only those issues raised by the aggrieved Contractor, and will set forth each factor taken into account, in reaching the decision. The decision will constitute the final agency action of the Colorado Department of Transportation regarding the protest.

Entitlement to costs: When a protest is sustained by the Chief Engineer or designee, or upon administrative or judicial review, and the Contractor should have been awarded the contract under the solicitation, but was not.

The protestor will be entitled to reasonable costs incurred in connection with the solicitation, including Proposal preparation costs. No other costs or fees will be permitted or awarded, and reasonable costs and fees will not include attorney's fees.

## **2.7. AWARD OF CMGC SERVICES CONTRACT**

CDOT intends to evaluate, select, and award one Pre-Construction CMGC Services contract to the top ranked Proposer based on a Best Value Selection with Chief Engineer Approval.

The Selection Panel shall complete a short list evaluation based on the Proposer submitted Proposal package based on criteria in **Section 3.1 Evaluation Criteria for Proposals**. A minimum of three short listed Proposers shall be invited to Oral Interview meetings with the Selection Panel and further evaluated based on criteria in **Section 3.2 Evaluation Criteria for Oral Interviews**. CDOT intends to shortlist three Proposers. More proposers may be shortlisted, at the discretion of the Chief Engineer, if the preliminary results warrant. At the Oral Interview meeting, short listed Proposers shall be required to submit a sealed CMGC Management Price and Bid Item Pricing Proposal that will be evaluated based on criteria in **Section 3.3 Evaluation Criteria for Price Proposals**.

Numerical ranking and selection of the most qualified proposers is detailed in **Appendix B**.

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

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

Respondent must comply with the following items. CDOT retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of CDOT. **(Please note that the primary focus of this evaluation will be the firm(s)' capabilities).**

- A. Deliver **six (6)** hard copies along with **two (2)** electronic copies (PDF file on CDs or flash drives) of the Proposal to the Colorado Department of Transportation Contracting Officer Maggie Molinas, 4201 Arkansas Ave., Suite 200, Denver, Colorado, 80222.
- B. **Proposal Format:**
  - 1. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the **Evaluation Form B-1** from **Appendix B**. Additional information, if provided, shall appear at the end of the submittal under its own tab(s).
  - 2. All submittals shall use minimum font size of 11 Times New Roman and minimum font size of 10 Time New Roman on charts, graphs, and figures.
  - 3. Cover or Introductory Letter (1-page limit - 8-1/2 x 11 paper)
  - 4. Proposal Section (6-page limit, 8-1/2 x 11 paper, up to 3 pages can be on 11 x 17 paper)
  - 5. The Commendation Section for awards or letters of recommendations from past clients (5-page limit – 8-1/2 x 11 paper)
  - 6. Appendix Section (no overall page limit, **but** see H below)
- C. In CDOT's continued environmental efforts in "Going Green," Proposers are encouraged to submit their Proposal using a 2-sided format, rather than using only one side. **Each side will count as one page for page limits** (Blank sides will not be counted).
- D. Submittals shall be evaluated in accordance with criteria as indicated in **Section 3.1 Proposal Evaluation Criteria** and ranked on the corresponding evaluation form in **Appendix B**.
- E. Responses to all items shall be complete.
- F. All references shall be current and relevant.
- G. (Deleted)
- H. An appendix section will be included in the proposal. This section will include resumes, Org Chart and Succession Plan, Surety Letters, and evidence of insurability.
  - a. The Proposer is responsible for determining key team members and providing resumes and references for team members (1-page limit per person, for key personnel described in Section 3.1.1 only – 8-1/2 x 11 paper for all resumes and references).

- b. Provide a separate graphic showing organizational structure chart, complete with working titles for the project management team in both design and construction showing or describing succession planning for team stability and planning for any member of the project team that leaves during design or construction (1 page limit - 11x17 paper for Org Chart and Succession Plan).
  - c. Surety letters and evidence of insurability are not included in the page limits.
- I. Tabs, covers, and tables of content pages DO NOT count against the page count. Binding of Proposals is up to the Proposer.

## **2.9. ORAL INTERVIEWS – STEP 2**

### **A. Short List**

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

### **B. Oral Interview**

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

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

## **2.10. SEALED PRICE PROPOSALS - STEP 3**

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

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

The CMGC Management Price Percentage Proposal and CMGC Bid Item Pricing Proposals will then be converted into points in accordance with **Section 3.3**.

CMGC Management Price Percentage Proposals shall be submitted on the Forms B-3 provided in **Appendix B** without modification.

The CMGC Management Price Percentage and CMGC Bid Item Pricing Proposals shall include a summary of components used in establishing the CMGC Management Price Percentage.

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

The CMGC Bid Pricing proposal must include proposed bid prices for each item identified in Appendix C. A cost model breakdown of the bid item prices including labor, equipment, materials, production rates, bids or quotes, etc. must be included with the sealed price proposal.

CMGC Management Price Percentage and Bid Item Pricing Proposal Format:

- A. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence to include the following:
  1. CMGC Management Price Percentage Proposal Forms B-3 (1 Page – **Appendix B**)
  2. CMGC Management Price Percentage Summary Information (1 Page - **Appendix C-1**)
  3. CMGC Bid Item Pricing Summary Information (1 Page - **Appendix C-2**)
  4. Cost Model for CMGC Bid Item Pricing (2 page limit per item)

Cost Model Approach:

- a. Show how your cost model would look and work
- b. Discuss how you would use CDOT bid items cost data for cost evaluation and comparison.
- c. Briefly discuss your cost assumptions you would include for each salient feature.
- d. Briefly discuss how market conditions would affect the cost of this work.
- e. Communicate the assumptions, risk, opportunities, innovation, market conditions, limited or significant market competition, subcontracting opportunities, means and methods, and potential challenges in the current design or feature that could impact schedule and cost.
- f. Submit pricing that includes innovative cost savings, opportunities, value to the project, and minimized risk.
- g. Communicate how existing items from the current CDOT Item Code Book: (<http://www.coloradodot.info/business/eema>) could be utilized or



which proposed requirements for new items and specifications could be utilized to achieve the project goals.

Although the Proposal response shall address only the bid items listed in Appendix C-2, the accepted estimating model shall be applied to the entire Project during the CMGC design process to arrive at the OPCCs and the GMP for the Project. During Project execution, the Contractor shall use the accepted version of the Contractor's proposed approach to price and estimating model.

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

- B. In CDOT's continued environmental efforts in "Going Green," Contractors are encouraged to submit their CMGC Management Price Percentage Proposal using a two-sided format, rather than using only one side.
- C. CMGC Management Price Percentage Proposal Form B-3 from **Appendix B** must be filled out in its entirety.
- D. All content, as required in **Section 3.3 Price Proposal Evaluation Criteria**, must be integrated into a narrative and into sheets as instructed. These items can be found on the CMGC Management Price Percentage Proposal Form in **Appendix C**. The evaluation criteria for the CMGC Management Price Percentage Proposal can be found in **Section 3.3 Price Proposal Evaluation Criteria** of this RFP and it will be scored separately from the technical proposal and oral interview.
- E. Any submitted CMGC Management Price Percentage Proposal lower than 5% will be rejected.
- F. Any submitted CMGC Bid Item Pricing Proposal containing a bid item unit price more than 20% higher or lower than the Engineer's Estimate for the bid item will be rejected unless all Bid Item Pricing Proposals are more than 20% higher or lower than the Engineer's Estimate. Rejected Bid Item Pricing Proposals will be given a score of zero, but will still receive a total best value score and will be included in the final ranking.

If all shortlisted proposers provide pricing over 20% higher or lower than the engineer's estimate for an item, the Selection Panel may opt to continue with the scoring method outlined above or may request new pricing and/or justification from all proposing teams.

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

Each separate section will be ranked with a maximum score as shown in Appendix B.

### **3.1. EVALUATION CRITERIA FOR PROPOSALS (55 Points Possible)**

#### **3.1.1 Project Management Team**

##### **A. Composition and Commitment of the Project Management Team**

Provide a description of the composition of your project management team. If your team is a joint venture or association, indicate specific responsibilities of each member and firm of the team. Provide, Identify and discuss the qualifications of the Key Personnel members of the team. Include the following for each member of the proposer's team:

- Provide job descriptions, responsibilities, and authority for each team member.
- Provide a list of concurrent projects and responsibilities the key personnel will have during the course of the Project.
- Team member's current home office location.
- Qualifications and Past Construction Experience relevant to this project, in addition to length of time performing those job duties
- Unique knowledge of team members related to the project.
- Length of time with the firm for each key team member and in length of time for overall experience pertinent to the scope.
- Experience on similar projects as a team.
- 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 December 11, 2017.

Your Team Should Consist Of:

- Project Manager
  - This person services as overall Project Manager for the CMGC services and construction services, and will be the main point of communication to the project team.
  - This project manager is expected to be involved in the CMGC Services and help with continuity in the construction phases.
  - This person will be the main point of communication to the Project Team and the Owner project manager.

- Cost Estimator
  - This person is an experienced construction cost estimator. Their experience should include experience assessing risk, estimating major construction project costs, market knowledge, and discussion of assumptions.
- Construction Manager
  - This person is an experienced manager in overall construction management.
  - This person shall be dedicated to the preconstruction and construction phases.
- Construction Superintendent
  - This person is experienced in construction of projects of a similar nature and coordination and will be required to be at milestone meetings, review plans, and submit comments.
- Scheduling Expert
  - This person is experienced in construction scheduling.

And up to 2-4 additional persons that the Proposer considers as key to the success of the project. Examples include subject matter experts in technical operations, specialty subcontractors, scheduling, safety, public information or others.

B. Team Building and Collaboration

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

C. (moved to Appendix)

D. (moved to Appendix)

E. Office Location

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

**3.1.2 Contractor Capability**

Provide a list of previous experience relevant to the general scope of work for this project. For each listed project or experience please include owner and architect/engineer references and contact information for CDOT may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

All references submitted shall be current for relevant projects. References will be considered current if the party's name, current position/title, and position/title held at the time for which the

recommendation is being sought are provided; telephone numbers must be current as of December 11, 2017.

A. Project Background and Success

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

Provide, at a minimum, the following:

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

All references submitted shall be current for relevant projects. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of December 11, 2017.

B. Prior Project Experience and Performance

Provide a list of previous project experience relevant to the general scope of work for this project. For each listed project or experience please include owner and architect/engineer references and contract information for CDOT may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

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

C. Prior Experience with CDOT Practices and Specifications

Provide a narrative of prior experience with CDOT Practices and Specifications

D. Safety Record and Performance:

- Provide the following information for each entity involved, covering the last 4 years (2012-2016).
  - Experience Modification Rates (EMR);
  - OSHA Reportable Incident Statistics;

**3.1.3 Strategic Project Approach**

A. Preconstruction Approach

- Provide a strategic project approach summary as it applies to the preconstruction phase of the project. Please discuss the projects goals and the proposer's approach to maximizing and attaining the project goals from Preconstruction phase through the Construction phase.
- Discuss how you would work in the preconstruction phase to develop major salient features and your approach to the constructability of the project.
- Discuss your approach in the design effort to help reduce errors and omissions, improve constructability, and reduce the cost of construction. Describe processes that will be used to support the design development and decision-making process in the pre-construction phase of the project. How will these proposed processes help CDOT decide which suggestions to use and how will the cost savings, risk mitigation, and value added be tracked and documented.
- Discuss your approach to building a cost model for estimating this project. Describe how you would communicate assumptions, risks, production rates, innovation, opportunities, market conditions, subcontracting opportunities, means and methods, and potential challenges with the design. Address how you would estimate the cost of innovations or recommendations that your team would introduce to CDOT.
- Discuss your approach to project scheduling and how it will be adaptable to allow for strategic phased construction or multiple construction packages if required. Describe what construction elements or features your team will use to accelerate the schedule. Address how you will collaboratively integrate and optimize the construction schedule with the design schedule and the cost estimate.
- Discuss your formal risk management process and how it will be used to identify, estimate the cost and probability of risks. Discuss how you would address risk responsibility and developing a risk

register that would track threat and opportunity risk as well as the impacts should they occur.

B. Construction Approach

- Discuss your approach to the transition from the preconstruction phase to the construction phase of the project. How will you coordinate this transition and implement the agreements executed during the preconstruction phase?
- Discuss your approach to quality control and managing quality during construction.
- Propose possible conceptual construction approaches and sequences that optimize value to the project with a realistic view of known constraints. Discuss factors that would affect schedule such as outside constraints, construction phasing, seasonal work, materials, equipment and labor availability, etc.
- Discuss the potential project challenges. Describe any project challenges that are anticipated by your company and how you plan to mitigate the risk of these challenges.
- Discuss your approach to safety during the construction phases that will keep the traveling public and workers safe.
- Discuss your approach to fulfilling the commitments made during the project's environmental process and the commitments made during *past NEPA and CSS studies*.
- Discuss your approach using multiple strategic construction bid packages and long lead time procurements for accelerating construction of the project. Address how you would streamline the processes, prevent double counting of construction bid items, and keep the packages severable.
- Describe your approach for a subcontractor selection plan that describes your business process for the below-mentioned items.
  - Discuss what mechanisms you will use to soliciting reliable bids from subcontractors, lock in item cost for CAP and in the event additional work is needed during construction. Bringing market competitive pricing into the project; Utilizing the benefit of positive previous working relationships with subcontractors.
  - Discuss how will you enforce procedures, schedules, quality, safety, and protocols that ensure compliance with project plans and specifications;
  - Describe what processes will you use to develop effective communications between the CMGC Team and the sub-contractors;
  - Communicating to community organizations and outreach to those contractors or suppliers, including small and disadvantaged businesses, that may have an interest in working on the project;

C. Approach to Cost

- Narrative Approach to Pavement Price: The narrative response to approach to price shall consist of a narrative summarizing the approach to the price topics listed in this section. Provide a single narrative for the pavement estimating approach. It is not necessary to write a separate narrative description for each line item. Please address the following:
  - Binder availability during late fall, winter, early spring month,
  - Low temperature paving e.g. paving outside of the ambient temperature range as defined in the 2017 CDOT Standard Specifications for Road and Bridge Construction,
  - Potential use of warm mix asphalt, CDOT setting of target values in the Form # 43 (per the Revision of Section 403 - Hot Mix Asphalt project special provision),
  - Asphalt cement cost adjustment
  - Meeting smoothness requirements.
  - Risks that would increase the unit prices
  - Mitigation that would decrease the unit prices
  - Amount of quantity change that would justify a change in unit prices
  - Assumptions used to create unit cost
  - Actions undertaken by the Contractor during pre-construction to identify and minimize risk
  - Effect of schedule on costs
  - Effect of work by others such as utilities or municipalities in the Project corridor

**3.1.4 Project Innovations And Resources**

A. Innovations

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

Please discuss these further as follows:

1. Describe specific technical or production innovations related to design or construction that may further improve reaching project goals.
2. Describe impacts of the innovation(s) on time, cost, and quality.
3. Describe the methods your team will utilize for development, tracking, and proposal of innovations to the Project Team.

B. Unique Resources and Capabilities

Describe additional unique resources, Means and Methods, and capabilities that your company will bring to the project and how these unique resources and capabilities will be beneficial in achieving the project goals.

**3.2 EVALUATION CRITERIA FOR ORAL INTERVIEWS**  
**(30 Points Possible)**

An oral interview will be a mandatory part of the selection process after the CDOT selection panel for the short list of Proposers and optional for any additional Proposers that request an interview. The weighting of the points for interviews shall be determined by the Selection Panel before the RFP is released.

The structure of the oral interview will be as follows:

- A. **Short Presentation (10 Points):** Summarize the Proposal and describe the Contractor's Innovation Ideas and Unique Resources (15 Minutes). This is the part of the interview where the Proposer needs to communicate to the Selection Panel why they should be chosen. What strategies and abilities does the Proposer bring to this CMGC project that makes them the best candidate? Limit the presentation to the most critical points of the Proposal and focus on what your team can bring to the table and why.
- B. **Team Challenge (5 Points):** The Proposer will be given a written challenge to review and propose a course of action to address the elements in the problem. The Proposer will be given 20 minutes to prepare a response or solution and to present a formal response or solution to the Selection Panel. This challenge scoring will be determined by the following criteria:
  - i. Challenge Understanding
  - ii. Recognition of Key Points and Ideas
  - iii. Team Collaboration
  - iv. Communication Skills.
  - v. Understanding of CMGC Delivery Method and Environmental Commitments
  - vi. Understanding of Project Goals
- C. **Question and Answer Session with the Selection Panel (15 Points):** The questions asked in this session will be standard questions for all interviewers. Questions asked will be the same for each proposer but follow-up questions to clarify proposer answers will be allowed. The interview presentation and question/answer scoring will be based on the following criteria:
  - i. Project Understanding.
  - ii. Project Approach.
  - iii. Project Innovation.
  - iv. Communication Skills.
  - v. Understanding of CMGC Delivery Method.



### **3.3 PRICE PROPOSAL EVALUATION CRITERIA**

#### **3.3.1 CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL** **(10 Points Possible)**

Proposers shall state their proposal CMGC Management Price Percentage, identified as a percentage and carried out to four decimal points (e.g. 0.0000%), which will be applied to all construction packages. The CMGC Management Price Percentage shall not change regardless of the final, negotiated amount of the CAP for Early Construction and Construction Phases. Any submitted CMGC Management Price Percentage Proposal lower than 5% will be rejected.

The CMGC Management Price Percentage shall include all profit, general and administrative ("G & A") costs, regional and home office overhead, and non-reimbursable costs identified in Appendix C. The CMGC Management Price Percentage breakdown shall show the breakdown of all components used in establishing the percentage. The intent of the CMGC Management Price Percentage is to define the cost and level of effort for the CMGC to deliver the project within the CAP. The CMGC Management Price Percentage shall exclude all Proposer costs for risk related to performance of the construction work.

The CMGC Management Price Percentage score will be determined by comparing each firm's sealed CMGC Management Price Percentage with the lowest CMGC Management Price Percentage being equivalent to the maximum score of 10 points. To score each price percentage, the following formula will be used as shown in the follow example: Assume the lowest CMGC Price Percentage was 10%.

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

$$\text{FIRM B:} \quad \frac{10\%}{13\%} \times 10 \text{ points} = 7.69 \text{ points}$$

$$\text{FIRM C:} \quad \frac{10\%}{16\%} \times 10 \text{ points} = 6.25 \text{ points}$$

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

### **3.3.2 CMGC BID ITEM PRICING PROPOSAL (5 Points Possible)**

Proposers shall submit their bid item prices and a total bid cost of all items identified in Appendix C. Cost savings associated with innovations should be addressed in Proposal Section 3.1.4, Project Innovations and Unique Resources. Enter a fully loaded unit price (include CMGC Management Percentage, but assume that Prime direct overhead will be calculated separately and added to the mobilization fee at CAP) for each Bid item noted in Appendix C.

Alternative approaches and configurations will not be considered in the pricing proposal, but cost saving innovations consistent with the assumptions and standards in Appendix C-2 will be permitted.

CDOT seeks the best solution that can be delivered for the budget available. The Contractor selected for this project will become a partner in creating the best solution that benefits the public within the limitation of available funds. A major goal of the project is construction cost at or below market prices offered in traditional Design Bid Build projects. Profit depends on innovation and risk reduction. CMGC is not a guarantee of a preset profit and overhead.

With regard to prices proposed in Appendix C, we are looking for reasonable market prices that you can demonstrate by your past performance. The prices you propose for bid items in Appendix C will be compared to prices for the same bid items in the CAP. They are expected to be the same unless the team has identified a clear justification for change. Section 109.06(i) of the CDOT Standard Specifications for Road and Bridge Construction, "Fuel Cost Adjustments" and (j) "Asphalt Cost Adjustments" will apply to the bid item pricing proposed. For the purposes of establishing BP for the adjustment formula, "the calendar month in which bids are opened" will be defined as the month of the price proposal opening (December 2017).

CAP bid item prices will be compared to state construction cost averages. In addition, the price of bid items in comparable Design Bid Build projects will be compared to your bid items in the CAP. A final comparison is an Independent Cost Estimate prepared by an experienced estimating team who prepares a competitive bid based on market conditions. Each check will be a determining factor in CDOT's decision to award you a construction contract, or to advertise the project as an open bid build project to other competing contractors.

The Bid Item Pricing score will be determined by comparing each firm's sealed Bid Item Pricing Total Pavement Price with the lowest Total Pavement Price being equivalent to the maximum score of 5 points. To score each price, the following formula will be used as shown in the follow example (assume lowest Price \$1,000):

FIRM A:	$\frac{1000}{1000} \times 5 \text{ points} = 5 \text{ points}$
FIRM B:	$\frac{1000}{1100} \times 5 \text{ points} = 4.55 \text{ points}$
FIRM C:	$\frac{1000}{1300} \times 5 \text{ points} = 3.85 \text{ POINTS}$

The resulting score will be added to the individual Proposer's Price Proposal Form B-3 that will be included in the sealed submittal. Price Scores will be added to the proposers' Technical and Interview scores for a total Best Value score.

## **APPENDIX A**

### **PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX**

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

## APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

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

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

## PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
<b>PHASE: PRE-CONSTRUCTION</b>			
<b><u>1. PROJECT DEVELOPMENT PROCESS</u></b>			
<b>Project Management</b>	2	2	1
The CDOT/PM will coordinate all the work tasks being accomplished by all parties to ensure project work completion stages are on schedule. The C/PM and CMGC/PM shall coordinate all the work tasks being accomplished by their respective teams to make sure project work completion stages are on schedule			
<b>Communication and Consensus Building</b>	2	2	1
The CDOT/PM is responsible for the consensus building and facilitating the communication between all members of the project team. This does not dismiss the responsibility of all team members to communicate with the CDOT/PM and the CDOT Project Management Team when required.			
<b>Weekly Update Newsletter</b>	2	2	1
The CDOT/PM will publish a weekly update newsletter to document the weekly or bi-weekly progress of the schedule, estimate, team meetings, action items, and pertinent information for the FHWA, CDOT management, and project team members.			
<b>Maintain Updated Contact List</b>	2	2	1
Establish and maintain a computerized list of all appropriate interested parties for the communication process. The list will be used for notices regarding public meetings, mailings, newsletters, or other communication as appropriate.			
<b><u>2. MEETINGS</u></b>			
• <b>Graphics support and presentations</b>		1	2
Each project team member is responsible for the graphics, documents, reports, plans, specifications, and written reviews from each specific scope of work item. Presentation of these documents and their reviews will be available on the shared project server after the meeting has been adjourned.			
• <b>Provide Local Office</b>	1	1	
The CDOT/PM will obtain and maintain an office within the project area to conduct small group meetings and provide displays/information to the public. This office may have work spaces for project team members, meeting rooms with graphics support and capacity for the entire team to attend. Additional offices or meeting spaces may be considered at the Project Workshop.			
• <b>PM Updates on Progress</b>	C	C	C
The CDOT/PM, CMGC/PM, and the C/PM will all update the team members at the scheduled meetings as to their progress on deliverables, challenges, and the feedback/comments they need.			
• <b>Project Discussion</b>	C	C	C
The team members need to come prepared to discuss any and all reservations, ideas, and challenges to the project. Open and honest dialogue is the key to the success of project delivery.			

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

## PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
<b>PHASE: PRE-CONSTRUCTION</b>			
<b>2. PRELIMINARY DESIGN</b>			
Preliminary Roadway, Geometric, Structural, Environmental, SWMP, etc. Design		1	
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
• Environmental - gathering data, analysis, and mitigation development		1	2
• Environmental clearances			1
• ROW, specialty, and local clearances		2	1
• Hazardous material investigation		1	2
• CDOT processes (forms, clearances)			1
• Utility coordination		2	1
• Conduct field survey of project area.			1
• Field and project research	C	C	C
• Hazardous material investigation		1	2
• Field survey and existing feature development			1
• Construction requirements		2	1
• Innovation development, proposal, and tracking	1	2	
• Check and field verify all applicable as-built plans	1	1	
• Provide construction plans, specifications, and estimates		1	2
Plot/develop all required information on the plans in accordance with all applicable CDOT policies and procedures and all industry standards for civil, electrical, ITS, and structural design.			
• Develop construction cost model for Engineer Estimator and ICE	1		
• Develop and calculate quantities	2	1	
• Risk Register development	1	2	
• Initiate and Track DBE/ESB and Subcontractor Plan	C	C	C
• Constructability reviews and reports	1	2	
• Construction Phasing Plan	1	2	
• Value Engineering proposals	1	2	2

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

**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

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

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

## PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
<b>PHASE: PRE-CONSTRUCTION</b>			
<b>Final Roadway, Geometric, Structural, Environmental, SWMP, etc. Design</b>		<b>1</b>	<b>2</b>
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
• Environmental - gathering data, analysis, and mitigation development		<b>1</b>	<b>2</b>
• Final environmental clearances			<b>1</b>
• Final environmental permits		<b>2</b>	<b>1</b>
• ROW, specialty, and local clearances		<b>2</b>	<b>1</b>
• FIPI justification for sole sourcing		<b>2</b>	<b>1</b>
• Final utility coordination		<b>2</b>	<b>1</b>
• Develop and calculate final quantities		<b>1</b>	
• CDOT processes (forms, clearances)		<b>2</b>	<b>1</b>
• Update Risk Register, formal risk assessment meeting	<b>1</b>	<b>2</b>	
• Constructability reviews and reports	<b>1</b>	<b>2</b>	
• Construction Phasing Plan	<b>1</b>	<b>2</b>	
• Value Engineering proposals	<b>1</b>	<b>2</b>	<b>2</b>
• Final construction requirements		<b>1</b>	<b>1</b>
• Innovation development, proposal, and tracking	<b>1</b>	<b>2</b>	
• Cost Savings reviews	<b>1</b>	<b>2</b>	
• 90% preconstruction milestone/Final Office Review (FOR) Construction Schedule	<b>1</b>	<b>2</b>	
• Long lead time CAP submissions and proposals	<b>1</b>		
• Long lead time negotiations	<b>1</b>		<b>2</b>
• Long lead time item procurement	<b>1</b>		
• Opinion of Probable Construction Cost Estimate #2	<b>1</b>	<b>2</b>	
• Provide 90% preconstruction milestone construction plans, specifications, and estimates		<b>1</b>	<b>2</b>

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



## PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

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

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

**PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED**

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
<b>PHASE: PRE-CONSTRUCTION</b>			
<b>CAP Proposal and Negotiations</b>			
Notify CDOT/PM at a point where CAP proposals can be sufficiently prepared.	1		
Supply cost model and assumptions to ICE and Engineer Estimate.	1		
Supply EBS and Construction Contract Checklist to CMGC Contractor.			1
Prepare and submit construction CAP proposals.	1		
Procure independent cost estimate.			1
Submit an electronic EBS to the CDOT/PM for each phase.	1		
Review the construction CAP proposals and compare to Engineer's Estimate and ICE.			1
Negotiate final CAPs for each phase.	1		1
CMGC and CDOT have three attempts to negotiate assumptions and prepare CAP estimates. After the third opening, CDOT reserves the right to prepare the bid package for advertisement.			

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

## **APPENDIX B EVALUATION FORMS**

### **PROPOSAL AND ORAL INTERVIEW EVALUATION SCORING NOTES:**

- i. CDOT has developed a CMGC Selection Panel Scoring Guide to promote objectivity and transparency. Selection Panel Members are required to read and follow all scoring guidelines.
- ii. All Selection Panel Members have signed Non-Disclosure Agreements and Conflict of Interest Disclaimers as part of this procurement and cannot directly be contacted by or contact anyone outside of the Engineering Contracts Officer about this project until the CMGC Services Contract has been executed.
- iii. Agencies are encouraged to include additional criteria that reflect the unique characteristics of the project under each category to help determine the submitter's overall qualifications.
- iv. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms. Comments by Selection Panel members are required on all scoring forms so that Proposers may receive constructive feedback on their proposals and performance.
- v. Selection Panel scoring values will be only numbers in whole, half, or quarter-number increments (i.e. 2.25, 3.50, 4.00.). Scoring for the Proposal and Oral Interview Criteria form will be based on the following Qualitative Assessment Guidelines, which will be applied to all sections except the Price Proposal (CMGC Management Percent and Bid Item Pricing).

<b>Qualitative Assessment Guidelines</b>	
Selection Team members will individually review and score each proposal category according to the criteria set forth in the RFP. Team members will evaluate each category sub-factor listed in this Evaluation Manual and assign those sub-factors a Qualitative Assessment Percentage according to the scoring range listed below:	
<b>5</b>	The Proposer demonstrates a complete understanding of the subject and an approach that significantly exceeds the stated requirements and objectives of this scoring category. The proposal communicates an outstanding level of quality. The Proposer's qualifications are exceptional. Proposal shows no weaknesses or deficiencies for this scoring category.
<b>4</b>	The Proposer demonstrates a strong understanding and has a strong approach to the scoring category. The proposal communicates a high level of quality and the proposal exceeds the stated requirements of the RFP. The proposal shows few weaknesses or deficiencies for this scoring category.
<b>3</b>	The Proposer demonstrates a general understanding of the project and an approach containing some weaknesses/deficiencies regarding the stated requirements and objectives of this project. The proposal communicates an average level of quality and meets the stated requirements of the RFP.
<b>2</b>	The Proposer has demonstrated a below average understanding of this scoring category and their response contains significant weaknesses and deficiencies. The proposal communicates a below-average level of quality. The Proposer's qualifications raise questions about the Proposer's ability to successfully meet the project goals.
<b>1</b>	The Proposer has demonstrated a minimal understanding of this scoring category and their response contains numerous weaknesses and deficiencies. The proposal demonstrates little or no level of quality or value. The Proposer's qualifications raise questions about the Proposer's ability to successfully meet the project goals.

### PRICE PROPOSAL EVALUATION SCORING NOTES:

1. Determine score for each firm's sealed CMGC Management Price Percentage Proposal. The maximum point total for this section is 15 points.
  - A. CMGC Management Price Percentage: 10 Points Maximum
    - Must include all supporting information required in Section 3.3 and on Form B-3
    - CMGC Management Price Percentage Scoring information is described in Section 3.3.1 of this RFP.
  - B. CMGC Management Price Percentage: 5 Points Maximum
    - Must include all supporting information required in Section 3.3 and on Form B-3
    - CMGC Bid Item Pricing Scoring information is described in Section 3.3.2 of this RFP.

TOTAL SCORING EVALUATION SCORING NOTES:

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

Section:	Score
1 Proposal	55pts (Scoring Form B-1)
2. Interview	30pts (Scoring Form B-2)
3. CMGC Management Price Percentage and CMGC Bid Item Pricing Proposal	15pts (Scoring Form B-3)
2. After the evaluation of the Proposal, the three highest ranked Proposers will be short listed and be invited to interview and submit sealed Price Proposals (CMGC Management Price Percentage and CMGC Bid Item Pricing).
3. The Proposer with the highest total score in all sections will be selected. The score from the qualitative evaluations from all Selection Panel Members will be averaged to produce the total overall score for each Proposer.

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

Name of Firm: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Evaluator No: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1 Project Management Team/Capability of the Contractor - 22.5 Points Maximum**

**Project Management Team**

Composition and Commitment of Project Management Team, Team Building and Collaboration, Organizational Chart and Succession Planning

Rating		Weight		Score
<input type="text"/>	x	12.5	=	<input type="text"/>

**2 Project Team Capability**

Project Background and Success, Prior Experience and Performance, Familiarity with CDOT Specifications and Standards, Safety Record and Performance

<input type="text"/>	x	10	=	<input type="text"/>
----------------------	---	----	---	----------------------

**3 Strategic Project Approach: 22.5 Points Maximum**

Preconstruction Strategic Approach  
Construction Strategic Approach  
Construction Strategic Approach

Rating		Weight		Score
<input type="text"/>	x	10	=	<input type="text"/>
<input type="text"/>	x	7.5	=	<input type="text"/>
<input type="text"/>	x	5	=	<input type="text"/>

**4 Project Innovations: 10 Points Maximum**

Project Innovations  
Unique Resources and Capabilities

<input type="text"/>		5		<input type="text"/>
<input type="text"/>		5		<input type="text"/>

**TOTAL SCORE: (55 Points Maximum)**

**COLORADO DEPARTMENT OF TRANSPORTATION**  
**SCORING FORM B-2: ORAL INTERVIEWS STANDARD EVALUATION FORM**  
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES

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

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

Evaluator: \_\_\_\_\_

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

**Oral Interview Section**

**30 Points Maximum**

Oral Interview Scoring Criteria	Rating		Weight		Score
Presentation Session	<input type="text"/>	x	10	=	<input type="text"/>
Team Challenge	<input type="text"/>	x	5	=	<input type="text"/>
Question and Answer Session	<input type="text"/>	x	15	=	<input type="text"/>
Total Score					<input type="text"/>

**TOTAL SCORE: (30 points Maximum)**

Team Project Challenge:

Questions Asked:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

**COLORADO DEPARTMENT OF TRANSPORTATION  
 SCORING FORM B-3: CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORM  
 CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES**

\_\_\_\_\_  
 Date Project Number Project Title

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

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

**CMGC Price Proposal Section 15 Points Maximum.**

For instructions, requirements, and scoring for the Price Proposals see Section 3.3. This form only requires CMGC Management Fee percentage and the Bid Item Price.

**1. CMGC Management Price Percentage (10 Points Maximum)**

	%
--	---

(Contractor Required Input – must match Appendix C-1 Price Proposal Form)

Normalized:

Low %	X	10	=	
Contractor %				

**\*Note: Scoring calculation will be conducted by the Selection Panel.  
 See Section 3.3.1 and Appendix C-1 for instructions.**

**2. CMGC Bid Item Price (5 Points Maximum)**

--

(Contractor Required Input – must match "Total Cost" from Appendix C-2 Price Proposal Form)

Normalized:

Low Price	X	5	=	
Contractor Price				

**Note: Scoring calculation will be conducted by the Selection Panel.  
 See Section 3.3.2 and Appendix C-2 for instructions.**

**TOTAL SCORE: (15 points Maximum)**

\_\_\_\_\_  
 Applicant or Corporate Officer Signature Date Title

\_\_\_\_\_  
 Applicant or Corporate Officer Signature Date Title



## APPENDIX C-1

### CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORM

Costs included in CM/GC Management Price Percentage		%
Item	Other indirect and non-reimbursable costs to be included in the CM/GC price percentage are listed below	
C.1	Project Principal – all costs	
C.2	Project Manager relocation, housing, and subsistence costs.	
C.3	Construction Manager/Superintendent relocation, housing, and subsistence costs.	
C.4	Additional CM/GC staff relocation, housing, and subsistence cost.	
C.5	Home, branch and regional office administrative support staff and all related costs	
C.6	Home, branch and regional office safety support staff and all related costs	
C.7	Home, branch and regional office quality control support staff and all related costs	
C.8	Profit	
	<b>Total CMGC Price Percentage</b>	

## APPENDIX C-2 CMGC BID ITEM PRICING PROPOSAL FORM

Company Name: \_\_\_\_\_

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

Item	Item No.	Item Description	Units	Estimated Quantity Range*	Unit Price (includes CMGC Management Percent)	Total Amount
1	403	HMA (SX100) (PG 64-22) (Widening and reconstruction)	TON	372,000		
2	403	HMA (SX100) (PG 64-22) (3" Lift - 20 year Resurfacing option)	TON	147,000 (additional to the 372,000 above)		
3	403	SMA (76-28) (2" Overlay, full width)	TON	148,000		
					<b>Total Cost:</b>	

### Assumptions:

Length of Project	18 Miles	MP 161 – MP 179
Number of Lane-Miles	108 Lane-Miles	72 known with concrete underneath, 36 without
Typical Section of Roadway	126' width (includes both new and existing lanes and shoulders).	Widening outside of existing footprint will be 12" total depth of asphalt.
Median/Barrier	Excluded from typical roadway section width described above	-
Item 1 – HMA Quantity for 10" depth (372,000 Tons)	<p>Estimate (372,000 Tons) assumes 10 Year Design for Resurfacing and 20 year design for widening and reconstruction.</p> <p>Existing lanes are asphalt over concrete and will only be overlayed (2"SMA) unless Item 2 quantity is added.</p> <p>1 New lane each direction (11' wide express lane),</p> <p>4' buffer,</p> <p>12' inside shoulders,</p> <p>12' outside shoulders</p> <p>1700' full width reconstruction for I-25 at Upper Lake Gulch Rd due to bridge replacement</p> <p>Variable depth HMA leveling course to correct for cross slope and superelevation</p>	HMA (SX100)(PG 64-22)

Item 2 – (Optional) HMA Quantity for optional 3" lift on existing pavement (Additional 147,000 Tons)	Additional HMA quantity estimate assumes 20 Year Design for Resurfacing and 20 year design for widening (reconstruction) with 3" HMA to be milled and replaced for resurfacing area to bring it up to a 20 year design. 147,000 Tons would be additional to the Item 1 estimate for a total of 509,000 Tons of HMA (SX 100)(PG64-22) if 20 year design is used.	HMA (SX100)(PG 64-22)
Item 3 – 2" SMA Overlay	2" SMA Overlay for full width and length, 18 miles	SMA (76-28)
Ramps	Not included	-
Bridge Structures	2" SMA overlay assumed	-
Wildlife Crossing and Drainage Structures	Included	-
Haul Distance	10 Miles	(Estimated Average)

\*1-3 construction packages are currently anticipated, 1-3 packages may include asphalt paving. Additional packages may be added during design.

#### ACCEPTANCE OF FUEL COST ADJUSTMENTS:

Bidders have the option to accept Fuel Cost Adjustments in accordance with the Revision of Section 109 - Fuel Cost Adjustment. To accept this standard special provision, the bidder must fill in an "X" next to "YES" below. No Fuel Cost Adjustment will be made due to fuel cost changes for bidders who answer "NO". If neither line is marked, the Department will assume the bidder rejects Fuel Cost Adjustments for this project. After bids are submitted, bidders will not be given any other opportunity to accept or reject this adjustment.

SELECT \_\_\_\_\_ YES or \_\_\_\_\_ NO TO ACCEPTING FUEL COST ADJUSTMENTS