



COLORADO
Department of Transportation

Request For Proposals

Construction Manager/General Contractor (CM/GC) Services

PROJECT NUMBER: IM 0253-220

PROJECT LOCATION: I-25, SH 7 to SH 1

PROJECT CODE: 18319

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Colorado Department of Transportation
2829 West Howard Place
Denver, CO 80204

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SECTION 1 – SCOPE OF WORK AND PROJECT INFORMATION

1.1. SCOPE OF THIS RFP FOR CMGC SERVICES SELECTION

CDOT is soliciting CMGC services for the North I-25: SH 66 to SH 402 Project (the “Project”). The Project Approach limits extend south to SH 7 and north to SH 1. The Focus Area of the Project is anticipated to include improvements from SH 66 to SH 402. The Priority Section of the Project will concentrate on improvements from the Little Thompson Bridges to SH 402; as additional funds are obtained, the selected Proposer may be retained for the remainder or elements of work within the Focus Area and/or Project Approach limits. The selected Proposer (also referred to as “Contractor”) will provide preconstruction phase Construction Management (CM) services and will have the opportunity to be the General Contractor (GC) during the construction phase. However, the construction contract is not guaranteed, and is dependent on successful Construction Agreed Price (CAP) negotiation.

The current draft scope of work reflects an approach based on the known Project goals and risks. One selection factor used in determining the successful Proposer will be the ability of the Contractor to analyze Project goals, evaluate work elements, assist in risk management, and formulate a proposal. This process may produce new approaches or modify the Project work elements. The final scope of work for the Project will evolve based on input from various sources including the Owner (CDOT), Consultants, the selected Contractor, and stakeholders.

The Contractor will partner with the Design Consultant, the Independent Cost Estimator (ICE), and CDOT as a member of the integrated design team. The Contractor will provide input on schedule, phasing, constructability, risk, and cost throughout the preconstruction phase of the Project.

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

- **Design Review:**
 - Thoroughly review all plans, specifications, reports, diagrams, shop drawings, as-built plans, site conditions, and all other necessary Project documentation to provide design validation from a construction expertise perspective.
 - The Design Consultant, ICE, and Contractor shall independently calculate quantities for verification purposes of construction packages. Final quantities will be determined based on an analysis of GC and ICE estimates.
 - Provide constructability input on all facets of the Project including, but not limited to:
 - major interchange designs
 - accelerated bridge construction techniques
 - bridge types and retaining walls
 - pedestrian bridge/tunnel crossings
 - pavement recommendations to get the best value, maximize scope and for traffic control

- Provide written reviews or reports and details/redlines of the Project plans and specification packages at Project milestones. Comments should be related to constructability; traffic phasing; clarifications; design plan and specification errors, omissions, or conflicts; effect on schedule; effect on cost; risk identification; or value engineering suggestions/recommendations.
 - 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 provide an overall benefit to the Project. Procurement of these materials may be by the Principal Representative or the Contractor ahead of construction in concert with the NEPA process.
 - 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.
 - Provide feedback for appropriate level of plan detailing to complete construction.
 - Actively participate in discussions to study and recommend ideas for design options as it pertains to constructability, innovation, value and quality.
 - Given that Right-of-Way (ROW) acquisition will most likely be a critical path item, identify ROW parcel purchase based on phasing, work areas, and construction packaging.
 - Based on package complexity, additional milestone reviews may be required.
 - Feedback from design reviews should be given in a timely fashion to assist in decision making.
- **Cost Estimating:**

Ongoing Tasks

- To help inform decisions, the Contractor shall provide real-time rough order of magnitude (ROM) cost estimating as design concepts are being developed and evaluated throughout the CMGC process. This may include:
 - Evaluating means and method of various construction techniques that may influence design solutions with considerations of cost and schedule impacts.
 - Evaluating industry standard operating and maintenance costs to determine life-cycle costs.

Tasks at Milestones

- Provide construction cost estimates at milestones that include the following activities:
 - Item identification that is compatible with CDOT's cost estimating, standards, and specifications.

- It is anticipated the Contractor shall submit Opinion of Probable Construction Costs (OPCC)s at 30%, 60%, and 90% milestones for each package. Additional OPCCs may be required at the request of the CDOT PM if: package complexity indicates an added benefit, or work is added to the Project. Additional OPCCs may be required before the CAP if the Project team agrees on their necessity before the CAP proposal request. Analysis should include availability of labor, equipment, and materials. To facilitate comparisons with ICE estimates, both Contractor and subcontractors cost estimates will be included in an open book review.
- 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%.
 - Quantity reconciliation will be required with the Design Consultant and CDOT. This may include verification of means of methods between CDOT, Design Consultant, and ICE.
 - The Contractor shall submit CAP proposals and Electronic Bid Submittals (EBS) once a CAP has been accepted.
 - CDOT may request the Contractor submit a CAP on early construction packages or for the procurement of long lead items.
- **Schedule:**
 - Provide continuous schedule validation for construction package schedules, overall Project schedule, and schedule analysis for impacts of concurrent construction packages (if proposed).
 - Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to validate deadlines and help develop Project delivery strategies.
 - Continually compare and validate construction schedules with ICE.
- **Risk:**
 - Lead quantitative and qualitative risk management discussions with the Project team to identify risks, develop mitigation strategies, and assign risk responsibility.
 - Set risk meeting frequency and prepare and update the Project Risk Register.
 - Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.

- **Meetings:**

- Participate in the Project Scoping Workshop, Project Milestone Meetings, CAP negotiations (LLTP and Construction), recurring Project level and Program level status meetings, and any other meetings throughout preconstruction as agreed upon.
- The Project Scoping Workshop will cover at a minimum the following items:
 - Introduction to the Project, CMGC, partnering session, Project stakeholder engagement, roles and responsibilities identification. Subcontractors performing major and high-risk work items should be in attendance.
 - Team will review Project status, goals, objectives, funding, preliminary preconstruction schedule, etc.
 - CM to bring an Initial Schedule to review and at a minimum include the following milestones: 30%, 60%, 90%, design review meeting dates, cost model review meeting, and CAP negotiation dates.
 - Review and finalize scope of work and schedule for the potential early construction package.
 - CM to provide initial cost model and development of risk register for team to work with Contractor to continue development of Project risk table and plan.
 - Review of relevant plans, specifications, and reports.
 - Set up progress meeting frequencies and initiate working groups for various elements of the Project, i.e., bridge working group.
 - Progress meetings may include: project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.
 - Collaborate to establish a Project Document Control Plan.
 - Develop Communication Plan and Escalation Letter.
 - Team may choose to visit Project site.
- The Contractor should be prepared to participate in Value Engineering (VE) workshop(s) at agreed upon milestones. At the VE workshop(s) the Contractor will coordinate estimating tasks; and bring in multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials.
- The Contractor will participate in Project Goals and Tracking Meetings to analyze how Project progress and decisions are aligning and tracking with Project goals. Items of focus include priorities, commitments, approach, scope, schedule (including long lead items, permits, ROW acquisition, phasing, etc.), risk,

and cost reasonableness.

- **Deliverables:**
 - The Contractor will develop and produce the following reports and deliverables:
 - Subcontractor Selection Plan
 - Quality Control Plan
 - Material Sourcing Plan
 - Worker and Public Safety Plan
 - Risk Management Plan
 - Innovation Tracking and Performance Report
 - Procurement Review Report for each LLTP CAP if required.
 - Provide monthly invoices and project reports to support payment of preconstruction CM services.
 - Provide a list and narrative of value added items that the Contractor has contributed by performing this Project under the CMGC process prior to each CAP negotiation.

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.

The Contractor shall commit to integrating Disadvantaged Business Enterprises (DBEs) in the Project as required by the goals determined by the Region 4 Civil Rights Office during the CMGC services.

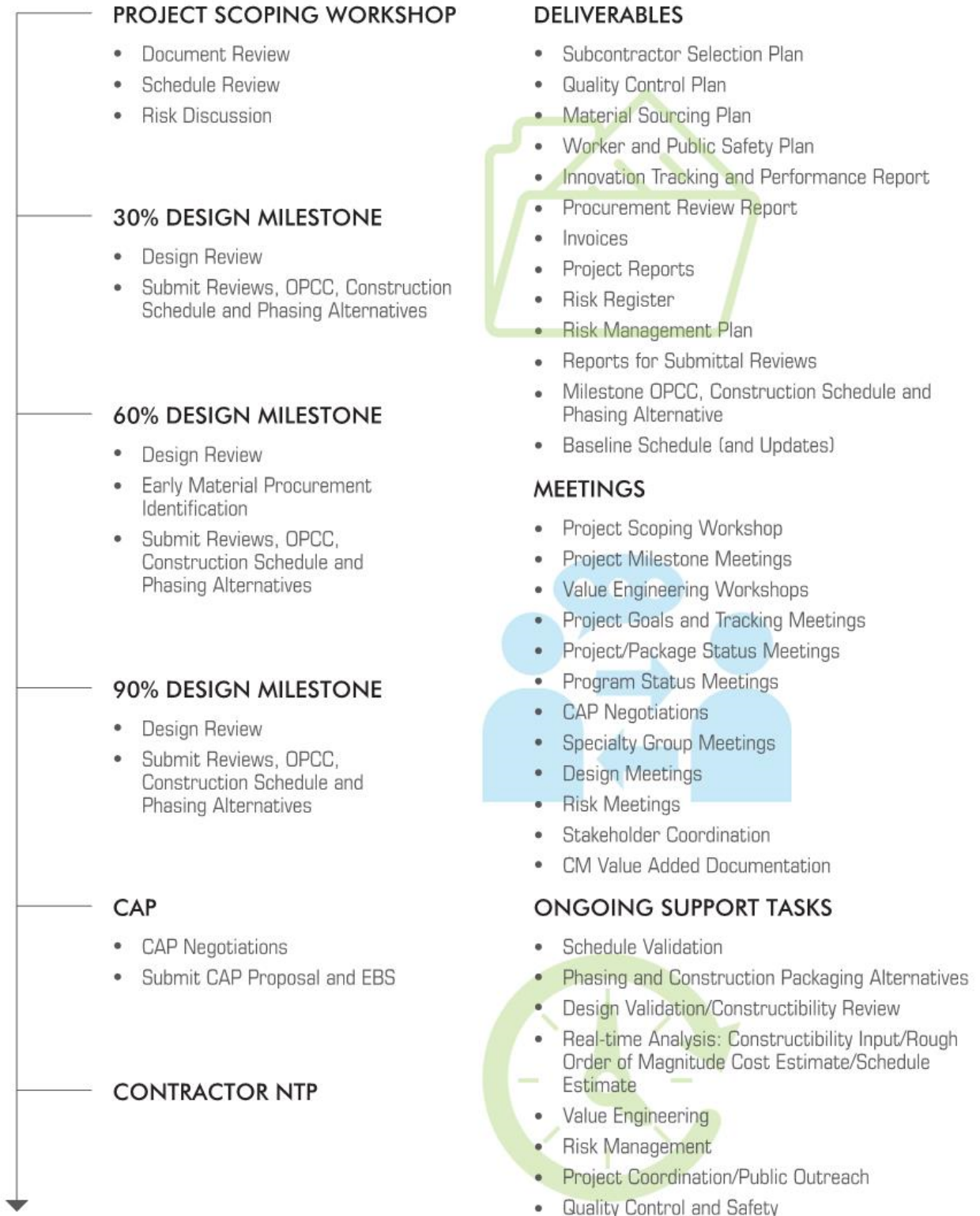
To enhance collaboration, CDOT anticipates co-locating representatives from CDOT, representatives from the Design Consultant, and representatives from the Contractor at a location in or near the Project Focus Area.

If negotiations for a final construction price (**see Section 2.1**) 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 contractual obligations to the Contractor.

A summary outlining the requested CMGC services is provided below.

NORTH I-25 SH 66 TO SH 402

SUMMARY OF CM SERVICES



1.2. CORRIDOR GOALS

This Project is intended to produce the following improvements in conjunction with other projects along the I-25 Corridor:

1. Provide a safe facility for the public as well as a safe work zone for construction and the travelling public.
2. Provide full geometric standard with a rural median.
3. Maximize scope of work with the available fiscal resources.
4. Ensure the longevity of the project; compatibility with the ultimate configuration and emerging technologies.
5. Improve mobility and traffic operations; increase multimodal connections.

1.3. PROJECT GOALS

A successful Project will:

1. Commit to the CMGC process by engaging the right team members at the right time to proactively problem solve, reduce risk, streamline design development, and construct a successful Project while showing a return on CMGC investment.
2. Utilize innovation while optimizing design and construction to maximize scope, provide best value, and not exceeded the Fixed Limit of Construction cost.
3. Create a collaborative and transparent team culture that engages in open conversation regarding project delivery (i.e. risk, constructability, reviews, material procurement, cost model, ROW acquisition, schedule, and third-party issues) throughout preconstruction and construction.
4. Be adaptable to variable funding and scope adjustments with the ability to change direction and deliver quickly.
5. Strategically phase work by identifying work areas and construction packages to minimize disruption to the traveling public, while balancing cost and schedule.

1.4. PROJECT DESCRIPTION/SCOPE OF WORK

A. Project Background

In 2011, FHWA and CDOT completed the Final Environmental Impact Statement (FEIS) for the I-25 corridor from Denver to Wellington. The FEIS determined that improvements to the I-25 corridor in northern Colorado are necessary to: provide multi-modal alternatives; correct existing geometric deficiencies; improve safety, mobility, and accessibility; and replace aging and obsolete infrastructure.

CDOT's goal for the I-25 corridor is to meet the long-term travel needs between the Denver Metro area and Fort Collins, serving the rapidly growing population centers along the corridor. This Project will add needed capacity and ultimately provide increased trip reliability with the addition of one express lane in both directions.

B. Project Information and Definition

Population and employment growth in northern Colorado are rising at rapid rates. The North I-25 corridor provides critical community, regional, interstate and international connections for the movement of people and goods. North I-25 through northern Colorado is already facing unpredictable travel times and increasing crashes. To meet long-term travel needs, the Project must improve safety, mobility and accessibility,

and provide multi-modal alternatives.

The need for the Project can be summarized into four categories:

- Increased frequency and severity of crashes
- Increasing traffic congestion leading to mobility and accessibility problems
- Aging and functionally obsolete infrastructure
- Lack of multi-modal alternatives

The Project will:

- Increase capacity by adding an express lane in both directions
- Improve trip reliability and freight efficiency
- Reduce congestion, vehicle accidents, and fatalities
- Improve geometry and replace aging infrastructure

The Record of Decision (ROD) 1 cleared work within the Focus Area in 2011 and ROD 4 in 2017. The design team is currently progressing the design from a 20% to a 30% level for the Priority Section. The ultimate configuration for the Focus Area will include three general purpose lanes and one express lane in each direction.

This Project will focus on the first phase of the ultimate configuration, and construct two general purpose lanes and one express lane in each direction of the Priority Section spanning from approximately ½ mile south of the SH 56 interchange north up to the SH 402 interchange.

The 20% design is based on the FEIS design with refinements to the bridge clearances, mainline alignment, and frontage road designs. The 30% design will further refine the 20% design by shifting the mainline to reuse existing pavement, preserve and optimize the East Frontage Road where possible, utilize center piers in the I-25 median, and minimize reconstruction on cross streets.

The Project's major elements for the Priority Section include, but are not limited to:

- Widen and/or reconstruct I-25 to add one express lane in each direction from SH 402 to the Little Thompson River crossing with a 4-foot painted buffer separating the express lane from the general-purpose travel lanes.
- Update to current standard the horizontal and vertical roadway geometry and widen the inside and outside shoulders to 12 feet.
- Provide a 30-year pavement design life for two general purpose lanes, one express lane, painted buffer and shoulders each direction. Based on historical LCCA and pavement selection reports in North I-25 corridor, it is anticipated that the recommended pavement type for this work will be concrete. CDOT acknowledges that the Contractor will provide valuable feedback on traffic phasing, material availability, and pricing climate that may guide material selection and innovation.

- Install and integrate tolling and Intelligent Transportation Systems equipment.
- Fully reconstruct three interchanges (LCR 16, SH 60, and SH 56).
- Improvements of southbound SH 56 onramp and southbound Little Thompson Bridge have been identified as a potential early construction package.
- Replace and widen 12 bridges.
- Build a new Park-n-Ride facility with adjacent parking lots with a minimum of 234 parking spaces. Bus area will include bus loops, center pedestrian loading area, and access to connect users from parking area to I-25 median loading area.
- Reconstruct one Great Western Railway crossing (south of SH 60).
- Improve frontage and/or access roads.

The Project's major elements for the remainder of the Focus Area not included in the Priority Section include, but are not limited to:

- Widen and/or reconstruct I-25 to add one express lane in each direction from the Little Thompson River crossing to SH 66 with a 4-foot painted buffer separating the express lane from the general-purpose travel lanes.
- Update the horizontal and vertical roadway geometry, widen the inside and outside shoulders to 12 feet.
- Provide a 30-year pavement design life for two general purpose lanes, one express lane, painted buffer and shoulders each direction. Based on historical LCCA and pavement selection reports in North I-25 corridor, it is anticipated that the recommended pavement type for this work will be concrete. CDOT acknowledges that the Contractor will provide valuable feedback on traffic phasing, material availability, and pricing climate that may guide material selection and innovation.
- Install and integrate tolling and Intelligent Transportation Systems equipment.
- Fully reconstruct one interchange (WCR 34).
- Replace and widen 8 bridges.
- Reconstruct one Great Western Railway crossing (north of WCR 34).
- Improve frontage and/or access roads.

Should the work described above for the Focus Area be completed with additional funds remaining, and the team is performing well, subsequent work packages in the remainder of the Project Approach limits may be progressed.

The Project risks have been identified as:

- Funding uncertainty
- Construction cost fluctuation
- Project duration uncertainty
- Traffic phasing
- Environmental clearance
- Floodplain impacts
- ROW acquisition
- Utilities
- Coordination with other major projects and stakeholders
- Industry resource availability

1.5. PROJECT FUNDING

The sources of funding for this CMGC contract may include: Senate Bills 1 and 267, Local Agency funds, Regional Priority Program, Bridge Enterprise Program, Permanent Water Quality Program, FASTER Safety Fund, Better Utilizing Investments to Leverage Development (BUILD) Grant, Division of Transit and Rail, High Performance Transportation Enterprise, RoadX, or any future transportation ballot initiatives.

As all funds have not yet been secured, the Project must be scalable and able to be broken into discrete packages based on available funding at the time. \$225M-\$250M in Program funding is reasonably expected, with an overall potential Program cost of \$650M. Program costs include design, ROW, utilities, environmental, construction, and indirect costs.

To encourage best value optimizations and team performance, savings realized may be utilized to fund additional work items until the full amount of secured funding has been expended.

1.6. PROJECT DURATION

The time period for the Priority Section work described in this scope is approximately 2 years for design and 3 years for construction. Should additional funding be identified, these time periods will be extended. If additional funding is not secured by the completion of construction of the Priority Section and/or added design or construction packages, this contract will be terminated.

1.7. PROJECT ADMINISTRATION

The Contract Administrator for this Project is:

Pehle Colletta

North I-25: SH 66 to SH 402 Project

2829 W Howard Place

Denver, CO 80204

W: 303-757-9195

Pehle.Colletta@state.co.us

CDOT Project Director and Primary Point of Contact:

Abra Geissler, PE

North I-25: SH 66 to SH 402 Project, Project Director

1050 Lee Hill Dr.

Boulder, CO 80302

W: 303-546-5649

abra.geissler@state.co.us

1.8. PROJECT COORDINATION

A. Routine Working Contact

The routine working contact will be between the CDOT, Design Consultant, and CM staff. CDOT will have a Construction Manager that will work closely with the CM PM.

B. Project Manager Correspondence/Communication Requirements

Project Managers are expected to communicate relevant contacts, coordination efforts, conversations, and emails where important Project information is discussed.

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 a partnership for the Focus Area and will be required to coordinate with each other:

- Executive Oversight Committee
- CDOT Region 4 Project Management Team
- CDOT Region 4 Specialty Groups
 - Region 4 Materials
 - Region 4 Traffic
 - Region 4 Hydrology and Hydraulics
 - Region 4 Survey
 - Region 4 Environmental
 - Region 4 Right-of-Way
- Selected Project Design and Construction Consultant and any Subconsultants
- Selected Project CMGC Contractor and any Subcontractors
- Project Document Controls Team
- Other Contractors
- ICE /CDOT Engineering Estimates and Market Analysis (EEMA) Group
- CDOT Maintenance Forces

- CDOT Specialty Groups
 - High-Performance Transportation Enterprise (HPTE)
 - Division of Transit and Rail (DTR)
 - Bridge Enterprise (BE)
 - Staff Structures
- Adjacent Project Teams (i.e. North I-25, Johnstown to Fort Collins)
- Regional Civil Rights Manager
- Stakeholders or Stakeholder Groups
 - Federal Highways Administration (FHWA)
 - Weld County
 - Larimer County
 - Town of Mead
 - Town of Berthoud
 - Town of Johnstown
 - City of Loveland
 - City of Fort Collins
 - City of Greeley
 - North Front Range Metropolitan Planning Organization (NFRMPO)
 - Denver Regional Council of Governments (DRCOG)
 - Great Western Railway (GWR)
 - Colorado State Patrol
 - Emergency Management Agencies
 - Ditch Companies
 - Land Developers along the Corridor
 - School Districts
 - Others
- U.S. Army Corps of Engineers (USACE)
- Colorado Parks and Wildlife (CPW)
- U.S. Fish and Wildlife Service (USFWS)
- Utility Providers
- Oil and Gas Companies
- Colorado Department of Public Health and Environment (CDPHE)
- Colorado Water Conservation Board (CWCB)

The CDOT Project Management Team shall be included in all coordination.

D. Project Co-Location

To enhance collaboration during the pre-construction and construction phases, CDOT anticipates co-locating representatives from the CDOT Team, representatives from the Design Consultant, and representatives of the Contractor, at an agreed upon location. The requirements of Project co-location may be dependent on the size, scope, and timing of the construction packages. In the spirit of collaboration and partnership, CDOT is requesting input on the Proposer's perspective, responsibilities and logistics of co-location as outlined in Section 3.2.

1.9. 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 Contractor 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 2.10**. The Fixed Limit of Construction Cost for this Project to be paid to the Contractor is up to \$420M, should the Program Cost reach the maximum anticipated \$650M. The projected funding timing and source may change which may lead to multiple CAPs.

1.10. PROJECT CONSTRUCTION SCHEDULE

Project milestones are shown below:

- Potential Early Construction Package: Anticipated NTP – Spring 2019.
- CDOT anticipates developing multiple separate construction packages to complete construction in the corridor.
- Each construction package will be severable; will have specific beginning and end points; and will have independent overhead, mobilization, traffic control, and Project costs. Each package will include provisions for liquidated damages, incentive/disincentive, and roadway users costs as appropriate.
- Should BUILD Grant funding be received, Mandatory Project milestones will include:
 - All CAP negotiations must be completed no later than June 30, 2020 for work in the Priority Section.
 - Construction must be completed by June 30, 2025 for work in the Priority Section.

The Contractor 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. Impacts to traveling public must be minimized and is a high priority consideration in determining daily working time schedules that may be allowed, deviations from the Lane Closure Strategy Report shall be approved by CDOT, given this is a very sensitive corridor with high traffic volumes.

Notable construction constraints to be considered for the Focus Area:

- ROW Acquisition
 - At least one year for complete Acquisition; up to 120 impacted parcels

- Floodplain Permitting
 - Two affected floodplains (Little Thompson and North Creek)
 - Possible CLOMR (up to two years to complete each)
- Utility Relocation
 - Relocation of Little Thompson Water District's and Central Weld County's 42" water main
 - Multiple fiberoptic facilities
 - Conflicts with large overhead transmission line
 - Irrigation Ditch Relocations
 - Oil and Gas Infrastructure Relocation
- High Volume Interstate Construction
- Other Major Regional Projects
- Multiple large-scale projects in the State

Upon contract award, the Contractor will create a construction Baseline Schedule for the Priority Section based on the most current documents available with input from CDOT and the Design Consultant. The Contractor may elect to use Microsoft Project or Primavera at their discretion so long as the schedule is maintained in the same format throughout the duration of the Project by the Contractor. After the Baseline Schedule is created, the Contractor will be required to submit updated schedules monthly, after any significant change to the Project, and otherwise as directed by CDOT.

1.11. PRELIMINARY DOCUMENTS AND DRAWINGS

The following webpage will contain a link to the file transfer site where all reference documents and Project information can be found:

<https://mullereng.sharefile.com/i/i87559d2fffa4dd8a>

The use of these files is purely at your own risk and for your own benefit and is not presented by Muller Engineering or CDOT with any warranty towards any accuracy or quality.

1.12. 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.

1.13. OWNERSHIP OF THE DOCUMENTS

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

1.14. REQUIRED PERCENTAGE OF WORK

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

a 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.

1.15. PROJECT COMPUTER SOFTWARE REQUIREMENTS

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

- Estimating: Microsoft Excel (latest version) or other software that is compatible with providing pricing on the CDOT Schedule of Bid Items standard format using the most current CDOT Item Code Book.
- Scheduling: Microsoft Project (latest version) or *Primavera* (latest version)
- Specifications: Microsoft Word (latest version)
- ProjectWise (latest version)
- CADD: MicroStation and InRoads (latest version)

1.16. REQUIRED AVAILABILITY OF KEY PERSONNEL

Listed Key Personnel in the Project Management Team/Capability of the Proposer section of the Proposal constitutes an agreement by the Proposer to make the personnel available to complete work on the contract at whatever level the Project requires. Modifications to the Proposer's Team or Key Individuals and other personnel listed in the Proposer's Project Management Team shall be approved by CDOT. If a Key Person is to leave the team, resumes for a minimum of three replacement candidates must be provided to the CDOT PM for review and selection; CDOT reserves the right to interview the replacement candidate(s). Examples of possible justification for modification of the Key personnel 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 contract, a written request shall be forwarded to the person and address as shown in **Section 2.8 Proposal Submittal** of this RFP. The request shall include: a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the required qualifications for the position/responsibility. No such modification will be made without prior written CDOT approval from the Contract Administrator.

1.17. 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.

1.18. APPLICABLE FEDERAL AND STATE REGULATIONS

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

1.19. NONDISCRIMINATION

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

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

1.20. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

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

A contract goal will be set for all construction packages based on scope and size. Sufficient good faith efforts to meet the goal shall be a condition of award of each construction phase contract.

1.21. COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES

The selected Proposer will be paid a total lump sum amount of \$2.1M for CMGC services during the Preconstruction Phase for the Priority Section work (based on 1.5% of the available Construction Cost of \$142M). Monthly payments will be paid per invoice as work progresses based on percent of preconstruction completion with agreement of the CDOT PM. Scope for these services is outlined in this RFP and includes but is not limited to deliverables, innovations, meetings, scheduling, cost estimating, and risk registers. If additional services are requested by CDOT, additional fee could be negotiated to minimize Contractor and Owner risk, including but not limited to geotechnical investigations, survey, test sections, potholing, etc.

As additional funding is secured, and additional work added to the scope, the selected Proposer will be paid 1.5% of additional construction costs for preconstruction services.

1.22. EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP)

The CAP is the amount that will be incorporated into the standard GC Construction Project Contract for Construction Services.

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

The selected Contractor will propose a CAP and if necessary, CDOT and the selected Contractor 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 based on 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 Contractor 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 CM services contractor will not be allowed to bid.

The Contractor will be expected to develop a baseline cost where risk will then be assigned and identified to determine an appropriate risk pool. CDOT will then review and accept the risk and shared risk contingency pools with the Contractor 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. If the risk is not realized, and the team is performing well, the risk pool may be repurposed to add scope (possibly in another package) to the Project, not to exceed the Fixed Limit of Construction.

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.

1.23. PUBLIC INFORMATION

The North I-25 Corridor is a highly traveled route not only between Fort Collins and the Denver Metro Area, but to several connecting highways and interstates as well. Commuters, the residents, and businesses in the corridor have a vested interest in the construction impacts of the Project. The Contractor Public Information Manager (PIM) will be expected to execute communication needs for this Project with a variety of audiences in the corridor including residents, business owners, the traveling public, tourists and others.

This Project shall be done in accordance with the CDOT Public Information Specifications provided in **Appendix D**. CDOT will be responsible for the Public Information Officer (PIO) from design through the completion of CAP negotiations; the Contractor will be responsible for PIO once CAP negotiations are complete through the duration of construction. This work consists of providing regular and continuous communications services throughout the duration of the Project including community and stakeholder outreach as well as media support. It is anticipated that significant coordination with the PIM for the North I-25, Johnstown to Fort Collins Project is necessary.

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.

Contractors interested in submitting Proposal packages to CDOT are requested to submit one package that is inclusive of pre-construction CM services, with the option of performing as GC 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**.

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, the selection process, the contract negotiation process, and/or any related activities. These costs are the sole responsibility of the Proposer or Joint Venture.
- C. The Proposer will include a full disclosure of all potential organizational conflicts of interest as outlined in **Section 1.17**.
- D. No late proposals will be accepted for this Project. Any proposal received by CDOT after the time specified in **Section 2.3** shall be considered late and shall be returned unopened to the Proposer.
- E. This RFP, including all material submitted by Proposers, at any stage, including but not limited to the Procurement phase, selection, and any resulting contracts, are subject to the provisions of the Colorado Open Records Act (C.R.S. 24-72-201, et seq.) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. Material subject to open records laws includes, but is not limited to, all records, documents, drawings, plans, specifications, and other materials relating to the Project, the solicitation, and the conduct of CDOT business. CDOT will also follow and adhere to CDOT Policy Directive 508.2 for this RFP and resulting contracts.

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 except that blanket identifications can be made in

the Approach to Risk, Schedule, Price; Strategic Project Approach; Project Innovations; and the CMGC Management Price Percentage Proposals components as defined in **Section 3.2** and **Section 3.4**. CDOT will follow CDOT Policy Directive 508.2 in determining disclosure of documents requested. CDOT will advise the Proposer of any request pursuant to the Colorado Open Records Act and any other applicable laws for the disclosure of any materials. Under no circumstances, however, will CDOT be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of the court, or occurs through inadvertence, mistake, or negligence on the part of CDOT or its officers, employees, contractors, or consultants.

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

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

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

- F. CDOT reserves the right to reject any or all proposals. Proposals that do not meet the Minimum Proposal Requirements listed in **Section 2.2** will be rejected as non-responsive.
- G. The unsuccessful Proposers may elect to participate in a debriefing within 5 business days after Award of the Contract. The debriefing shall be conducted within 10 business days after the election.
- H. The selected Proposer will be contracted for design services and is expected to be contracted for construction services for this Project. The selected Contractor is not guaranteed to receive a Notice to Proceed to perform construction work if services are terminated at the completion of the preconstruction phase due to lack of construction funding or failure to reach a CAP.
- I. If CDOT and the selected Proposer fail to reach a CAP and CDOT chooses to advertise this Project for bids, the selected Contractor will not be permitted to submit a bid.

2.2. MINIMUM PROPOSAL REQUIREMENTS

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

- A. Attended mandatory Pre-Proposal meeting as defined in **Section 2.4**.
- B. Demonstrated a bonding capability up to \$250M 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. IM0253-022, North I-25: SH 66 to SH 402 Project for at least \$250M. 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 greater than \$20M level and satisfy all requirements of pre-qualification per the “CDOT RULES FOR PREQUALIFICATION, DEBARMENT, BIDDING AND WORK ON COLORADO DEPARTMENT OF TRANSPORTATION ROAD, HIGHWAY AND BRIDGE PUBLIC PROJECTS” 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.

2.3. KEY EVENTS SCHEDULE AND RFP DATES

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

In addition to the process outlined in **Section 2.5**, Proposers may request a formal One-on-One meeting to take place during the timeframe outlined in the

Key Event Schedule below. These meetings will provide an opportunity for the Proposer to ask questions about the Project, established goals, and RFP. Each Proposer will lead their One-on-One meeting, directing CDOT’s attention to areas for clarification; discussions will revolve around those topics. Information discussed in these meetings are not confidential and a Request for Information (RFI) log will be made available to all other Proposers, memorializing topics and responses. CDOT reserves the right to amend this RFP as a result of these meetings.

Public Notice Phase	Date	Time
Advertisement/ Notification of Request for Letters of Interest	5/24/2018	
Submittal of Letters of Interest	6/8/2018	
One-on-One Briefings	*As Requested	
First Advertisement of RFP	7/26/2018	
Mandatory Pre-Proposal Meeting	8/7/2018	9:00 a.m.
One-on-One Briefings (Post-RFP Advertisement)	8/2-9/2018 *As Requested	
Final RFP Questions or Comments Due	8/10/2018	

Short List Phase	Date	Time
Submittal of Proposal	8/30/2018	5:00 p.m.
Short Listing Selection Panel Meeting	9/11/2018	
Short List Approval	9/13/2018	
Notification of Short List Candidates	9/14/2018	

Selection Phase	Date	Time
Selection Panel Meetings (Interviews)	9/24-25/2018	
CMGC Management Price Percentage Proposals Submitted	9/25/2018	
Chief Engineer Selection Approval	10/3/2018	
Contractor Notification	10/4/2018	
Contract Execution/NTP	11/1/2018	
Proposer Debriefings	10/5-18/2018 *As Requested	

2.4. MANDATORY PRE-PROPOSAL MEETING

The mandatory pre-proposal meeting will be held as per **Section 2.3** at CDOT Region 4 Headquarters, 10601 West 10th Street, Greeley, CO, at 9:00am on August 7, 2018. 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 two to three hours long.

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 CDOT Project Director at the address set forth above. The request shall specify the provision and section of the RFP in question, and, if a change is requested, contain an explanation for the requested change. CDOT will not respond to questions or change requests received after time specified in **Section 2.3**. If the requested change is to **Section 1 Scope of Work** the request must be RECEIVED by CDOT not later than the date as per **Section 2.3**.
- 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 CDOT PM will determine whether a question is proprietary.
- D. Proposers shall not rely on oral or written instructions regarding this RFP, unless issued in writing by the Project Director as an addendum by CDOT.
- E. Proposers must acknowledge all issued addenda in their submittal and proposal.

2.6. CONTRACTOR PROTEST RULES

Protests will be handled as follows:

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

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

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

2.7. AWARD OF CONTRACT

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

The Selection Panel, comprised of CDOT personnel, shall complete a short list evaluation on the Proposer submitted Proposal package based on criteria in **Section 3.2**.

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

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

Upon successful negotiation of the CAP, a CDOT Construction Contract will be drafted, signed, and executed.

All negotiations shall be open book. CDOT shall have access to all CAP proposal documents, quotations, takeoffs, and other construction cost estimates, including those for subcontractors, during negotiations. Issuance of the Construction Contract will be subject to the Proposer posting 100% performance and payment bonds and being compliant with CDOT procurement policies. The CMGC Contractor will competitively procure and award subcontractors in accordance with their proposed subcontracting plan, as described in **Section 2** and **Section 3** of this RFP.

2.8. PROPOSAL SUBMITTAL – STEP 1

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

- A. Deliver **six (6)** hard copies along with **two (2)** electronic copy PDF file on a CD or flash drive of the Proposal to the Colorado Department of Transportation Contracting Officer Pehle Colletta, 2829 West Howard Place, Denver, CO, 80204.
- 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 (15-page limit, 8-1/2 x 11 paper, and up to 5 of the 15 pages can be on 11x17 paper)
 5. An Optional Section (5-page limit, 8-1/2 x 11 or 11 x 17 paper)
 6. The Commendation Section for awards or letters of recommendations from past clients (5-page limit – 8-1/2 x 11 paper)
 7. Appendix Section (10-page limit, and up to 5 of the 10 pages can be on 11x17 paper)
- C. In CDOT's continued environmental efforts in "Going Green," Proposers are encouraged to submit their Proposal using a 2-sided format, rather than using only one side.
- D. Submittals shall be evaluated in accordance with criteria as indicated in **Section 3.2** and ranked on the corresponding evaluation form in **Appendix B**.
- E. Responses to all items shall be complete; Proposers are encouraged to cross-reference to other sections of their proposal where applicable.

- F. All references shall be current and relevant.
- G. The Optional Section may include supplemental materials for risk assessments, cost model examples, processes, and additional photos, exhibits, or schedules.
- H. An appendix section will be included in the proposal. This section will include resumes, Surety Letters, and evidence of insurability. Resumes and references for team members should be limited up to the seven primary members of the Proposer's team.
- I. Tabs, covers, and tables of content pages DO NOT count against the page count. Binding of Proposals is up to the Proposer.

2.9. ORAL INTERVIEWS – STEP 2

A. Short List

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

B. Oral Interview

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

2.10. SEALED CMGC MANAGEMENT PRICE PERCENTAGE - STEP 3

Sealed CMGC Management Price Percentage Proposals will not be submitted with the initial proposal but are required to be submitted at the oral Interviews by short list Proposers using **Form B-3** in **Appendix B**.

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

The CMGC Management Price Percentage Proposal will then be given a point score in accordance with **Section 3.4**. CMGC Management Price Percentage Proposals shall be submitted on the **Form B-3** provided in **Appendix B** without modification.

The **CMGC Management Price Percentage proposals** shall include a summary of information used in establishing the CMGC Management Price Percentage. The evaluation criteria for the CMGC Management Price Percentage Proposal can be found in **Section 3.4**. Other indirect and non-reimbursable costs outlined in **Appendix C** must be integrated into the **CMGC Management Price Percentage Proposal** narrative.

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 and indirects as defined in **Appendix C**. Summaries must include the line items detailed in **Appendix C**.

CMGC Management Price Percentage Proposal Format:

- A. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence to include the following:
 1. CMGC Management Price Percentage Proposal Form B-3 (one page – **Appendix B**)
 2. CMGC Management Price Percentage Summary Information (two page limit – summary page)

Paper must be 8 1/2 X 11 paper, and all submittals shall use a minimum font size of 11 Times Roman.
- B. In CDOT’s continued environmental efforts in “Going Green,” Contractors are encouraged to submit their CMGC Management Price Percentage Proposal using a two-sided format, rather than using only one side.
- C. CMGC Management Price Percentage Proposal Form B-3 from Appendix B must be filled out in its entirety.
- D. All content, as required in **Section 3.4**, must be integrated into a narrative and into sheets as instructed. These items can be found on the Construction General Conditions in **Appendix C**.
- E. Any submitted CMGC Management Price Percentage Proposal lower than 7% will be rejected.

SECTION 3 – PROPOSAL CONTENT AND EVALUATION CRITERIA

3.1. METHOD OF SELECTION AND AWARD

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

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

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

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

3.2. EVALUATION CRITERIA FOR PROPOSALS (45 Points Possible)

Proposal Evaluation Criteria

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

A. Proposal Section

1. Project Management Team (11.25 Points)

i. Composition and Commitment of the Project Management Team

- a. Provide a description of the composition of your Project Management Team. If your team is a Joint Venture or association, indicate specific responsibilities of each member and firm of the team.
- b. Provide, identify and discuss the qualifications of the Key Personnel. Include the following for each member of the proposer's team:
 1. Provide job descriptions, responsibilities, and authority for each team member.
 2. Provide a list of the concurrent projects, responsibilities, and commitments during the duration of the Project.
 3. Current home office location.
 4. Qualifications and past construction experience relevant to this Project, in addition to length of time performing those job duties.
 5. Unique knowledge of team members related to the project.
 6. Length of time with the firm for each key team member and in length of time for overall experience pertinent to the scope.
 7. Experience on similar projects working with other proposed team members.
 8. Provide resumes and two current references for the Key Personnel in an appendix to the Proposal. References will be considered current if the party's name, current position/title, and position/title held at the

time for which the recommendation is being sought are provided;
telephone numbers must be current as of proposal due date.

One staff member should comprise the Project Manager role as a Key Person for the Project, and should have the following Tier I skills, experience, and knowledge:

1. Tier I:

- Project Manager
 - This person serves as overall PM for the CM services and construction services and will be the main point of communication to the Project team.
 - This person shall remain in this role for the duration of the project and is not permitted to fulfill any Tier II or Tier III responsibilities.
 - This person should have a minimum of 10 years of experience managing projects and a history of performing preconstruction input and analysis.
 - Anticipated time commitment: 100% throughout the duration of the Project.

Two (2) to six (6) staff members should comprise Key Personnel for the Project, and should include the following Tier II skills, experience, and knowledge:

2. Tier II:

- Scope Management
 - Works with CDOT to manage the vision of the Project as a whole by ensuring that scope, decisions, and budget are consistent with the Project goals. Communication, coordination and organizational skills will be critical.
 - Should have a minimum of seven years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-100% throughout the duration of the Project.
- Constructability Expertise
 - Responsible for providing construction expertise and innovation during preconstruction services.
 - Should have a minimum of 10 years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-75% during preconstruction, and 50-75% during construction.

- Cost Estimation
 - Responsible for providing ROM cost estimates and OPCCs during preconstruction services.
 - Should have a minimum of seven years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-75% during preconstruction, and 25% during construction.
- Project Controls
 - Responsible for managing cost estimates, the Project schedule, Project risk, and Project quality.
 - Should have a minimum of 10 years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-75% during preconstruction, and 50-75% during construction.
- Construction Management
 - Each construction package will have a designated Construction Manager.
 - The required skill set of the Construction Manager will depend on the complexity, size, and scope of the associated construction package.
 - For purposes of the proposal, only one example Construction Manager should be proposed on the submitted Organization Chart as this position is subject to change.
 - Anticipated time commitment: 50-75% during preconstruction, and 100% during construction.

All Key Personnel are expected to be in attendance at relevant Project meetings, and available at the Co-location office as needed. Key personnel are expected to have a reasonable level of decision making authority on behalf of the Contractor.

Technical Experts will make-up Tier III of the organization structure and should include subcontractors if they are performing major work elements. Technical Experts are expected to attend relevant Project meetings and may be expected to co-locate with the Project team based on size, number, and complexity of packages. Tier III staff should provide the following skillsets, knowledge, and experience:

- Schedule Support
- Risk Support
- Structural Expertise

- Material Expertise
- Quality Control
- Traffic Phasing
- Utilities
- Survey
- Intelligent Transportation Systems
- Public Information
- Safety
- Civil Rights (Equal Employment Opportunity)
- Roadway
- Drainage
- Environmental
- ROW Acquisition Services Support (contingent on the availability of CDOT resources)

Multiple Tier II and III skillsets may be fulfilled by one individual if adequate justification is made in the proposal to define who is fulfilling what role and their qualification.

- c. Provide a separate graphic showing organizational structure chart, complete with specific names, working titles, and subcontractors for the team during the preconstruction phase. Provide an explanation of any variation to the anticipated Key Personnel time commitments stated above.
 - d. Identify and explain the need for any additional Key Personnel necessary to the success of the Project.
 - e. Provide a narrative describing succession planning for team stability and planning for any member of the Project team and subcontractors that leaves during design or construction. Plans for Project ramp-up and ramp-down periods should be discussed as well as handling the possible five-year duration of the Project.
- ii. Safety Record and Performance:
- a. Provide a narrative of the proposer's safety programs, processes, and initiatives that demonstrate a record of safety performance.
 - b. Provide the following information for each entity involved, covering the last 4 years (2014-2017).
 - Experience Modification Rates (EMR)
 - OSHA Reportable Incident Statistics

2. Contractor Capability (3.75 Points)

Prior Project Experience/Performance/References

- Provide a summary of previous experience relevant to the general scope of work for this Project. Provide three or more relevant projects/programs that demonstrate the Proposer's ability to be successful on this Project. For each listed project or experience please include owner and architect/engineer references and contract information; CDOT may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked. Provide at a minimum:
 - The project/contract name
 - Project delivery method
 - Description of services provided
 - Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders
 - Description of project schedule performance, including initial schedule, and reasons for schedule change
 - Key assigned in-house staff and their level of involvement
 - Subcontracts (service) used in the performance of the contract
 - Reference(s) for Owner and Design Consultants
 - Coordination with stakeholders, 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 proposal due date.

3. Strategic Project Approach (10 Points)

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

Preconstruction Services:

To aid in describing the means and methods that will be used to support the design development and decision-making process, please discuss the following:

- Discuss your approach to providing successful Construction Management services based on prior experience and how it applies to maximizing CDOT's Project goals.
- Discuss your approach to overall Project phasing and individual construction package phasing. Include: recommended construction packages (for the Priority Section and Focus Area), specific phasing concerns, phasing of work based on acquired ROW, etc.
- Discuss your approach to reviewing design; providing real-time constructability feedback; ongoing value engineering input as it relates to

innovation, resources, packaging, traffic phasing, ROW, utilities, critical path, etc.

- Discuss your approach to the design effort to help to improve quality, reduce errors and omissions, and to achieve the best value in construction.
- Discuss how technology (i.e. Bluebeam, PlanGrid, Aconex, general e-construction methodology, 3D modeling) will be utilized for quality control, document control, plan review, field quantities tracking, etc., and what tools will be supplied to CMGC/CDOT/Design Team staff.
- Describe additional unique resources and capabilities that your company will bring to preconstruction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
- Describe your approach to submitting OPCC at required milestones and at CAP.

Construction Services:

In an attempt to describe the means and methods that will be used to support the construction and decision-making process please discuss the following:

- Provide a description of the major Project features the Proposer plans to self-perform, including qualifications to do such. Provide your subcontractors for major work and high-risk items (structures, paving, earthwork, traffic control, etc.).
- Discuss your approach and anticipated level of involvement to changes in site conditions, field fitting, and problem solving during active construction; describe the role the Proposer plays within the Project team in situations that require a change in approach and/or a different method of construction.
- Explain how the Proposer will be flexible and adaptable in allowing for single or multiple construction packages and CAPs.
- Describe your approach to subcontractor management by describing your business process for the below-mentioned items.
 - Identify elements of work for subcontracting opportunities, work elements that will allow for equal opportunity, and types of outreach programs you will use to include small and disadvantaged businesses for this Project.
 - Describe what processes you will use to develop effective communications between the CMGC Team, Civil Rights Managers, and the subcontractor.
 - Discuss how will you enforce procedures and protocols that ensure compliance and quality with Project Plans and Specifications.
 - Discuss how you will ensure your subcontractors are capable and will provide work that is within schedule, high quality workmanship, and adheres to your safety standards.
 - Describe how you deal with subcontractors that are

underperforming or not operating in a safe manner.

- Discuss what mechanisms you will use to solicit best value subcontractors, lock in item costs for CAP and in the event additional work is needed during construction.
- Describe additional unique resources and capabilities that your company will bring to construction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
- Discuss how technology will be utilized during construction and what tools will be supplied to staff.

General Project Services:

- Describe any Project challenges that are anticipated by your company and how you plan to mitigate the risk of these challenges. Include in the description plans to address constraints.
- Discuss your approach to safety during the design and construction phases that will keep the traveling public and workers safe.
- Discuss your approach to Project team co-location during the design and construction phases that will provide value and adequate collaboration. This approach may include co-location phasing, scalability, timing, responsible parties, geographic location, logistics, facilities, equipment, resources, etc.
- Discuss your approach to coordination needs with adjacent projects.
- Describe your approach to tracking and documenting value added through CMGC to the Project.

4. Project Innovations (10 Points)

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 Project success. The Selection Team will consider how well your innovative ideas help balance the Project goals. Any innovations proposed need to be practical and implementable.

CDOT has identified some areas where innovation should be explored. Provide a narrative that describes how your approach to integrating innovation would apply to these areas, give examples of ideas that would result in a more efficient and effective Project.

- Approach to interchange flip at SH 56 and ideas to mitigate impacts to adjacent residents and businesses
- Alternative configurations for the LCR 16 interchange and ideas to mitigate impacts to adjacent residents and businesses
- One idea developed by the Proposer

Please discuss these further as follows:

- i. Describe specific technical or production innovations related to design or construction that may further improve reaching Project goals.
- ii. Describe impacts of the innovation(s) on time, cost, quality, and safety.

All innovative ideas presented by the Proposer will be considered proprietary in accordance with **Section 2.1.E** of this RFP.

5. Approach to Risk, Schedule, and Price (10 Points)

As each OPCC or CAP is developed, risk, schedule, and major assumptions need to be evaluated and discussed. How and when the Contractor communicates these items to CDOT is critical for a successful CMGC project.

The following salient features of work will be major factors in the success of this Project:

1. Interchange Construction
2. Earthwork

For Each Salient Feature provide a discussion of the following:

1. Cost Model Approach

- a. Demonstrate how your and your subcontractors' cost models were developed, the basis of assumptions, and how they communicate information necessary for decision making.
- b. Provide a description of your approach discussing the following, at a minimum:
 - Assumptions, risk, opportunities, innovation, market conditions, limited or significant market competition, subcontracting opportunities, means and methods, and potential challenges in the current design or feature that could impact schedule and cost.
 - Innovative cost savings, opportunities, and value to the Project.
 - Use of CDOT bid items cost data (CDOT Bid Item Book located at: <http://www.coloradodot.info/business/eema>) for cost evaluation and comparison.
 - Approach to the development of estimate factors such as escalation factors, fuel pricing, material sources, labor rates, craft labor agreements, availability of skilled craftsman.
 - Approach to equipment availability and rental rates.
 - Approach to developing production rates.
 - Approach to developing baseline cost where risk will then be assigned and identified to determine an appropriate risk pool.

2. Schedule Approach

- a. Discuss what design aspects you would recommend to the designers that would reduce schedule or add benefit to the Project.
- b. Discuss what construction elements or features your team will use to reduce schedule or provide added benefit to the

Project.

- c. Discuss factors that would affect schedule such as outside constraints, seasonal work, materials, equipment and labor availability, etc.

3. Risk

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

4. Quality and Safety

- a. Discuss your approach to addressing quality control and safety for each salient feature.

3.3. **EVALUATION CRITERIA FOR ORAL INTERVIEWS (45 Points Possible)**

An oral interview will be a mandatory part of the selection process after the Selection Panel for the short list of Proposers. It is expected that subcontractors playing a major role on the Proposer's team be present at the interview.

The structure of the oral interview will be as follows:

- A. **Short Presentation (10 Points):** Summarize the Proposal and describe the Contractor's Innovative Ideas and Unique Resources (15 Minutes). The Proposer needs to communicate to the Selection Panel why they should be chosen. What strategies and abilities does the Proposer bring to this CMGC Project to distinguish them from the other shortlisted candidates and why they will bring success to the Project? Limit the presentation to the most critical points of the Proposal and focus on what your team can bring to the table and why.
- B. **Team Challenge (15 Points):** The Proposer will be given a written challenge to review and propose a course of action to address the elements in the problem. The Proposer will be given 15 minutes to prepare a response or solution and 5 minutes to present a formal response or solution to the Selection Panel. This challenge scoring will be determined by the following criteria:
 - i. Challenge Understanding
 - ii. Recognition of Key Points and Ideas
 - iii. Team Collaboration
 - iv. Communication Skills

- v. Understanding of CMGC Delivery Method, Context Sensitive Solutions, and Environmental Commitments
- vi. Understanding of Project Goals

C. **Question and Answer Session with the Selection Panel (20 Points):** The questions asked in this session will be the same for each Proposer but follow-up questions to clarify Proposer answers will be allowed. The interview presentation and question/answer scoring will be based on the following criteria:

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

3.4. EVALUATION CRITERIA FOR CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL (10 Points Possible)

CMGC Management Price Percentage – 10 Points

Proposers shall state their proposal CMGC Management Price Percentage, carried out to four decimal points (e.g. 0.0000%), which will be applied to all construction packages. The CMGC Management Price Percentage shall include all profit, general and administrative (“G & A”) costs, regional and home office overhead, and non-reimbursable costs identified in **Appendix C**. The CMGC Management Price Percentage shall not change regardless of the final, negotiated amount of the CAP for Early Construction and Construction Phases.

The CMGC Management Price Percentage breakdown shall show the breakdown of all components used in establishing the percentage. The intent of the CMGC Management 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. Risk will be priced into subcontracted amounts and negotiated into self-performed work, as part of the overall direct cost of the work.

The CMGC Management Price Percentage score will be determined by comparing each firm’s sealed CMGC Management Price Percentage with the lowest CMGC Management Price Percentage being equivalent to the maximum score of 10 points. To score each price percentage, the Selection Panel will use the following example formula:

Scoring of the CMGC Management Price Percentage:

Example: Assume the lowest CMGC Price Percentage of 7%.

FIRM A: 7% x 10 points = 10 points
7%

FIRM B: 7% x 10 points = 8.75 points
8%

FIRM C: 7% x 10 points = 7.78 points
9%

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

APPENDICES

APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

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

APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
<u>INITIAL PROJECT SCOPING MEETING (WORKSHOP)</u>			
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
PROGRESS MEETINGS			
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"> • Activities required to be complete since last meeting (Action Items) • Problems and challenges encountered/anticipated and potential solutions • Project Schedule Updates (Design and Construction) • Action Items • Coordination and communication required with: <ul style="list-style-type: none"> ▪ Team Members ▪ CDOT Specialty Units ▪ Other <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
PHASE: PRE-CONSTRUCTION			
<u>1. PROJECT DEVELOPMENT PROCESS</u>			
Project Management	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			
Communication and Consensus Building	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.			
Weekly Update Newsletter	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.			
Maintain Updated Contact List	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.			
<u>2. MEETINGS</u>			
<ul style="list-style-type: none"> • Graphics support and presentations 		1	2
Each project team member is responsible for the graphics, documents, reports, plans, specifications, and written reviews from each specific scope of work item. Presentation of these documents and their reviews will be available on the shared project server after the meeting has been adjourned.			
<ul style="list-style-type: none"> • Provide Local Office 	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.			
<ul style="list-style-type: none"> • PM Updates on Progress 	C	C	C
The CDOT/PM, CMGC/PM, and the C/PM will all update the team members at the scheduled meetings as to their progress on deliverables, challenges, and the feedback/comments they need.			
<ul style="list-style-type: none"> • Project Discussion 	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.			

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PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
2. PRELIMINARY DESIGN			
Preliminary Roadway, Geometric, Structural, Environmental, SWMP, etc. Design		1	
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
<ul style="list-style-type: none"> • Environmental - gathering data, analysis, and mitigation development 		1	2
<ul style="list-style-type: none"> • Environmental clearances 			1
<ul style="list-style-type: none"> • ROW, specialty, and local clearances 		2	1
<ul style="list-style-type: none"> • Hazardous material investigation 		1	2
<ul style="list-style-type: none"> • CDOT processes (forms, clearances) 			1
<ul style="list-style-type: none"> • Utility coordination 		1	2
<ul style="list-style-type: none"> • Conduct field survey of project area. 			1
<ul style="list-style-type: none"> • Field and project research 	C	C	C
<ul style="list-style-type: none"> • Hazardous material investigation 		1	2
<ul style="list-style-type: none"> • Field survey and existing feature development 			1
<ul style="list-style-type: none"> • Construction requirements 		2	1
<ul style="list-style-type: none"> • Innovation development, proposal, and tracking 	1	2	
<ul style="list-style-type: none"> • Check and field verify all applicable as-built plans 	1	1	
<ul style="list-style-type: none"> • Provide construction plans, specifications, and estimates 	2	1	
Plot/develop all required information on the plans in accordance with all applicable CDOT policies and procedures and all industry standards for civil, electrical, ITS, and structural design.			
<ul style="list-style-type: none"> • Develop construction cost model for Engineer Estimator and ICE 	1		
<ul style="list-style-type: none"> • Develop and calculate quantities 	2	1	
<ul style="list-style-type: none"> • Risk Register development 	1	2	
<ul style="list-style-type: none"> • Initiate and Track DBE/ESB and Subcontractor Plan 	C	C	C
<ul style="list-style-type: none"> • Constructability reviews and reports 	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
PHASE: PRE-CONSTRUCTION			
• Construction Phasing Plan	1	2	
• Value Engineering proposals	1	2	2
• 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	
30% milestone FIR (Field Inspection Review) Preparation			
Coordinate, complete, and compile the plans with inputs from other branches: materials, hydraulics, environmental, traffic, right of way, maintenance, safety, and Staff Bridge, if applicable.		1	
The 30% milestone plans and specifications shall comply with CDOT requirements and shall include: title sheet, typical sections, general notes, plan/profile sheets, and preliminary		1	2
The plans shall be submitted to the CDOT/PM and the CMGC/PM for preliminary review at least 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	
Prepare the 30% preconstruction milestone		1	
CDOT Form 1048 – Project Scoping Procedures Completion		2	1
Field Inspection Review Meeting			
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
PHASE: PRE-CONSTRUCTION			
Final Roadway, Geometric, Structural, Environmental, SWMP, etc. Design		1	
CDOT/PM will coordinate all design activities with required CDOT specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.			
<ul style="list-style-type: none"> • Environmental - gathering data, analysis, and mitigation development 		1	2
<ul style="list-style-type: none"> • Final environmental clearances 			1
<ul style="list-style-type: none"> • Final environmental permits 		2	1
<ul style="list-style-type: none"> • ROW, specialty, and local clearances 		2	1
<ul style="list-style-type: none"> • FIPI justification for sole sourcing 		2	1
<ul style="list-style-type: none"> • Final utility coordination 		2	1
<ul style="list-style-type: none"> • Develop and calculate final quantities 	2	1	
<ul style="list-style-type: none"> • CDOT processes (forms, clearances) 		2	1
<ul style="list-style-type: none"> • Update Risk Register, formal risk assessment meeting 	1	2	
<ul style="list-style-type: none"> • Constructability reviews and reports 	1	2	
<ul style="list-style-type: none"> • Construction Phasing Plan 	1	2	
<ul style="list-style-type: none"> • Value Engineering proposals 	1	2	2
<ul style="list-style-type: none"> • Final construction requirements 		1	1
<ul style="list-style-type: none"> • Innovation development, proposal, and tracking 	1	2	
<ul style="list-style-type: none"> • Cost Savings reviews 	1	2	
<ul style="list-style-type: none"> • 90% preconstruction milestone/Final Office Review (FOR) Construction Schedule 	1	2	
<ul style="list-style-type: none"> • Long lead time CAP submissions and proposals 	1		
<ul style="list-style-type: none"> • Long lead time negotiations 	1		2
<ul style="list-style-type: none"> • Long lead time item procurement 	1		
<ul style="list-style-type: none"> • Opinion of Probable Construction Cost Estimate #2 	1	2	
<ul style="list-style-type: none"> • Provide 90% preconstruction milestone construction plans, specifications, and estimates 		1	2
<ul style="list-style-type: none"> • Develop and calculate final quantities 	2	1	

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

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF CDOT/ OTHERS
PHASE: PRE-CONSTRUCTION			
90% Milestone/FOR (Final Office Review) Preparation			
Coordinate, complete, and compile the 90% milestone plans with inputs from other branches: materials, hydraulics, environmental, traffic, right of way, maintenance, safety, and Staff Bridge if applicable.		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	1
Prepare the 90% preconstruction milestone	1		1
90% milestone/FOR (Final Office Review) Meeting			
Review 90% milestone PS&E package and provide written reviews, comments, and redlines.	1		1
Attend the 90% milestone meeting.	C	C	C
Post-90% milestone revisions and memo		1	2
Provide list of all deviations from the standard design criteria and written justification for each.		1	2
Provide a 90% milestone Construction Plan.	1	2	
Obtain final environmental and access permits.		2	1
Finalize construction cost model for Engineer Estimator and ICE.	1	2	2
Update DBE/ESB and Subcontractor Plan.	1		2
Update Risk Register.	1	2	

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

APPENDIX B: EVALUATION AND CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL FORMS

PROPOSAL, ORAL INTERVIEW EVALUATION SCORING NOTES:

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

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

CMGC MANAGEMENT PRICE PERCENTAGE PROPOSAL EVALUATION SCORING NOTES:

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

A. CMGC Management Price Percentage 10 Points Maximum

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

TOTAL SCORING EVALUATION SCORING NOTES:

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

Section:	Score
Proposal	45pts (Scoring Form B-1)
Interview	45pts (Scoring Form B-2)
CMGC Management Price Percentage Proposal	10pts (Scoring Form B-3)

2. After the evaluation of the Proposal, the three highest ranked Proposers will be short listed and be invited to interview and submit sealed CMGC Management Price Percentage Proposals.

3. The Proposer with the highest total score in all sections will be selected. The score from the qualitative evaluations from all Selection Panel Members will be averaged to produce the total overall score for each Proposer.

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

Name of Firm: _____
 Name of Project: _____
 Evaluator No: _____
 Date: _____

RFP Reference: Meets Minimum Requirements YES ___ NO ___

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

1 Project Management Team/Capability of the Contractor: 15 Points Maximum

Project Management Team

Composition of Team/Location/Organization
 Qualifications and Experience
 Job Descriptions and Responsibilities
 Team Building and Collaboration
 Safety Performance

Rating		Weight		Score
<input type="text"/>	x	0.5	=	<input type="text"/>
<input type="text"/>	x	0.5	=	<input type="text"/>
<input type="text"/>	x	0.5	=	<input type="text"/>
<input type="text"/>	x	0.5	=	<input type="text"/>
<input type="text"/>	x	0.25	=	<input type="text"/>

2 Project Team Capability

Prior Experience/Performance/References
 Project Background and Success

<input type="text"/>	x	0.5	=	<input type="text"/>
<input type="text"/>	x	0.25	=	<input type="text"/>

3 Strategic Project Approach: 10 Points Maximum

Firm Approach to Maximizing and Attaining Project Goals/Strategic Project Approach

Rating		Weight		Score
<input type="text"/>	x	2.0	=	<input type="text"/>

4 Project Innovations: 10 Points Maximum

Rating		Weight		Score
<input type="text"/>	x	2.0	=	<input type="text"/>

5 Approach to Risk, Schedule and Price: 10 Points Maximum

Cost Estimating
 Schedule
 Risk Management

Rating		Weight		Score
<input type="text"/>	x	0.67	=	<input type="text"/>
<input type="text"/>	x	0.66	=	<input type="text"/>
<input type="text"/>	x	0.67	=	<input type="text"/>

TOTAL SCORE: (45 Points Maximum): _____

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

Name of Firm: _____
 Name of Project: _____
 Evaluator No: _____
 Date: _____

Oral Interview Section: 45 Points Maximum

Oral Interview Scoring Criteria

	Rating		Weight	=	Score
Presentation Session	<input type="text"/>	x	2.00	=	<input type="text"/>
Team Challenge	<input type="text"/>	x	3.00	=	<input type="text"/>
Questions and Answer Session	<input type="text"/>	x	4.00	=	<input type="text"/>

TOTAL SCORE: (45 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 MANAGER/GENERAL CONTRACTOR SERVICES**

Date _____ Project number _____ Project Title _____

Name of Firm: _____

Acknowledge receipt of Addendums No. ____ No. ____ No. ____

CMGC Management Price Percentage Proposal Section: 10 Points Maximum

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

1 **CMGC Management Price Percentage (10 Point Maximum)** %
 (Contractor Required Input Above)

Normalized: x =

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

TOTAL SCORE: (10 Points Maximum): _____

 Applicant or Corporate Officer Signature Date Title

 Applicant or Corporate Officer Signature Date Title

 Applicant or Corporate Officer Signature Date Title

APPENDIX C: CONSTRUCTION GENERAL CONDITIONS

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

APPENDIX D: CDOT PUBLIC INFORMATION SPECIFICATIONS

1.0 PUBLIC INFORMATION

Providing timely, relevant, and context-sensitive information is a critical component of the North I-25: SH 66 to SH 402 Project (Project). The Contractor shall demonstrate a commitment to these values and to developing a comprehensive public information program that can reach the Project's many diverse stakeholders during construction.

The Colorado Department of Transportation (CDOT) has identified the key Stakeholders listed below as audiences requiring coordinated outreach by CDOT and the Contractor. The Contractor shall describe in a Public Information Plan (PIP) its proposed approach to communicating with these Stakeholders and coordinating with CDOT. The Stakeholders include, but are not limited to:

- Federal Highways Administration (FHWA)
- Weld County
- Larimer County
- Town of Mead
- Town of Berthoud
- Town of Johnstown
- City of Loveland
- City of Fort Collins
- City of Greeley
- North Front Range Metropolitan Planning Organization (NFRMPO)
- Denver Regional Council of Governments (DRCOG)
- Great Western Railway (GWR)
- Ditch Companies
- Land Developers along the Corridor
- School Districts
- Area businesses and business organizations
- Division of Transit and Rail (Bustang)
- Neighborhood groups and residents
- Local, regional, and state government elected and appointed officials
- Emergency response agencies, such as the Colorado State Patrol, local police, local fire departments, ambulance service providers, and hospitals
- CDOT employees and other internal team members, including CDOT Headquarters, the Office of Communications, and the Office of Policy & Government Relations
- Other transportation construction projects in the area
- The traveling public

1.1 Staff Requirements

The Contractor shall provide a full-time Public Communications Manager (PCM) with at least seven years of professional experience in Public/Media Relations, Marketing, or other related fields acceptable to CDOT. The PCM shall have exceptional writing skills and experience working with both print and broadcast media, as well as relevant transportation communication experience. The PCM shall be responsible for overseeing all Contractor communication efforts during construction. The PCM shall be locally based.

The PCM and any additional Contractor staff members shall comprise the Communications Team. The Contractor shall submit the names and resumes of additional members of the Communications Team with assigned roles and responsibilities. The Contractor also shall provide a list of any specialists that will be a part of the Communications Team.

The Communications Team will be housed at the Project office for the duration of construction, as needed.

1.2 Staff Coordination

The Contractor shall participate in weekly Project meetings. At the meetings, the Contractor will discuss weekly communication issues and work with CDOT on program management to provide timely details for upcoming media advisories/press releases, lane closure reports, website updates, and information line recordings.

The PCM shall be available or on-call every working day and available upon request at all other hours. The PCM shall maintain communication with CDOT regarding all aspects of public information related to this Project.

1.3 Communications Plans

The Contractor shall prepare and maintain communications plans in coordination with CDOT to develop robust, two-way communications during each phase of the Contract, including:

- Public Information Plan
- Crisis Communications Plan

Each plan shall include Project milestones and planned communication strategies, primary Stakeholder communication lists and outreach strategies, identification of any public information issues, and proposed outreach. The initial plans shall be submitted to CDOT for Acceptance prior to the start of construction of the first construction package. The Contractor shall update each plan and submit to CDOT for Acceptance on a quarterly basis and prior to starting a new construction package.

Each plan shall acknowledge the roles and responsibilities between CDOT and the Contractor. In general, roles and responsibilities are described in the following subsections.

1.3.1. CDOT Responsibilities

CDOT is responsible for communicating overall vision on the Project, including why the Project is needed, what Work will be done, how the Project will benefit customers, how the Project fits into the community, and how the Project fits into broader transportation plans.

CDOT and the Contractor will provide the Project vision information to the public, as well as the related Project details (phasing, traffic, impacts, etc.). All information that is made public must first be approved by CDOT.

CDOT will be responsible for communicating overall implementation of the Express Lanes and disseminating information provided by the Contractor to inform the public about any upcoming maintenance, operations issues, traffic impacts, major milestones, budget, etc. The Contractor shall work with CDOT to develop the messages, and CDOT will have final Approval before the messages are disseminated.

1.3.2. Contractor Responsibilities

The Contractor is responsible for communicating overall coping information during construction, including details about construction activities, detours, lane closures, ramp closures, lane height and width reductions, access impacts, information resources available, Transportation Demand Management (TDM) strategies, and other activities that affect residents and businesses during the life of the Contract.

The Contractor also is responsible for supporting any communications related to the operations of the Express Lanes during the life of the Contract. All information that is made public must first be Approved by CDOT's Communications Manager.

1.4 Public Information Plan

The Contractor shall prepare and maintain a PIP in coordination with CDOT to develop two-way communication of Project information with the public. The PIP shall be used throughout the duration of the Project by the Contractor to manage and implement the public information process. The Contractor shall update the plan quarterly. The Contractor's initial PIP shall be submitted to CDOT for Acceptance prior to the start of construction of the first construction package.

The PIP shall include the details described in the following subsections.

1.4.1. Public Information Approaches and Tools

The Contractor shall employ a variety of strategic and context-sensitive public information approaches and public information tools to ensure that Stakeholders have the necessary information about the Project schedule, progress, and construction information, while also addressing issues as they arise.

1.4.1.1 Community/Business Relations

The Contractor shall develop and implement community and business relations strategies that communicate coping messages to the public. Coping strategies will focus on providing the public with the information they need to make short-term and long-term decisions about how they can deal with the construction with as little disruption as possible. Each strategy will be uniquely tailored to individual Stakeholders to include the location or region of customer group(s), what information is needed and when, and tools to be used for dissemination, such as one-on-one meetings, additional research, multi-lingual communications, and providing regular calls or contact, etc. The Stakeholders include, but are not limited to, those listed in Section 1.0.

Special consideration shall be given to specific Stakeholder communication, including the following Stakeholder subgroups.

1.4.1.1.1 Bicycle, Pedestrian, Handicapped Mobility, Recreational, and Other Access

The Contractor shall clearly define and communicate to the public and other associated Stakeholder groups its plans for maintaining bicycle access, pedestrian access, recreational access, and handicapped mobility.

1.4.1.1.2 Mass Transit Access

The Contractor shall work with the Division of Transit and Rail to clearly define and communicate to the public and other associated Stakeholder groups its plans for maintaining access to bus service and carpool lots. The Contractor shall work with applicable stakeholders to clearly define and communicate to the public about the bus facility and park-n-ride opening and other carpool lots closing.

1.4.1.1.3 Access to Local Schools

The Contractor shall work with the School Districts to define and communicate plans for maintaining bus and vehicle access.

1.4.1.1.4 Access to Businesses

The Contractor shall work with businesses directly impacted by the Project to define and communicate plans for maintaining vehicle access. Access to businesses must be maintained during business hours.

1.4.1.1.5 Access to Residences

The Contractor shall work with all residents adjacent to the Project and in neighborhoods adjacent to the Project to define and communicate plans for maintaining vehicle access. Access to residences must be maintained at all times.

1.4.1.1.6 Environmental Mitigation

The Contractor shall coordinate any mitigation requirements, as they pertain to the public, with CDOT to ensure the public is aware of and participates in those areas where their input is required.

1.4.1.1.7 Noise and Light

The Contractor shall communicate the scheduling of high noise and light events with individual property owners and impacted communities. If applicable, the Contractor shall communicate proposed noise wall designs and location information with individual property owners and impacted communities, as well as the scheduling of temporary and permanent noise wall construction. The Contractor shall work with all impacted municipalities and individuals to comply with mitigation requirements.

1.4.1.1.8 Media Relations

During the Project, the Contractor shall immediately notify CDOT of any situations involving the media, and all communication requests will be tracked by CDOT. CDOT will handle all media inquiries and media requests unless otherwise requested. The Contractor shall write, as requested, media releases, traffic advisories, and other information. CDOT will distribute these items per their standards. The Contractor shall be familiar with, and comply with, CDOT's required protocol when they are contacted by media representatives.

The Contractor shall make Project managers, supervisors, and other area experts available for assistance in media requests. The Contractor also shall assist in media site visits and adhere to media deadlines when possible.

1.4.1.1.9 Government Relations

CDOT will develop and implement a comprehensive government relations program. The Contractor shall assist in giving timely information to CDOT regarding construction activities and shall participate in government entity meetings as requested.

Throughout the Work, all communication requests received by the Contractor from government entities shall be immediately referred to CDOT (not including those requests related to Project management or coordination for city Permits, or related to the Contractor's responsibilities under the Contract Documents).

1.4.1.2 Major Adjacent Project Coordination

The Contractor shall provide a plan to address seamless coordination overlaps with adjacent projects, redirect project questions to the appropriate project PIO, and manage messaging and branding of the project to make it apparent to the traveling public and stakeholders that they are within the limits of this project.

1.4.2. Public Information Outreach Tools

The Contractor shall provide a public information tool box with the flexibility to meet different Stakeholder needs. The Contractor shall continue to coordinate with CDOT to ensure that the tools employed during the Project are effective. The need for language translation or interpretation should be evaluated by the Contractor.

1.4.2.1 Public Information Office, Hotline, and Email

The Contractor shall establish a public information office equipped with a telephone, voicemail, computer, and email address. The public information office shall be located within the Contractor's field office. The telephone line shall be a local call line. The voicemail greeting for the Project information line shall be recorded in English and Spanish and provide an updated message each week, or each day if necessary, concerning the Project's completion date and forthcoming activities on the Project. It must allow the recording of a message from the caller. If unable to answer the public information line, the Contractor shall check and respond to voicemail messages throughout each day that construction operations and lane closures are being carried out. The Contractor shall track inquiries made by citizens and businesses, including names, addresses, phone numbers, and subsequent action taken during construction; these customer inquiries and follow-up action shall be entered into Dialog, a web-based contact and issue tracking database provided by CDOT. The system shall provide an automated report to the Project Director and the CDOT Region 4 Communications Manager each week. If Dialog reports are unavailable, the Contractor shall provide the report in a spreadsheet format compatible with Microsoft Excel. All inquiries and complaints shall be followed up with a return phone call or email from the Contractor within 24 hours.

1.4.2.2 Photos/Videos

The Contractor shall take and submit digital photos/videos of the Project Work on regular intervals; the interval timing will be based on type and amount of ongoing work. A cell phone camera is permitted. Photographs/videos may include traffic control, paving, slope repair, erosion control, bridge work, and other key areas of Work identified by the Contractor or CDOT for use in reports to interested agencies, social media, and fliers. Photographs/videos shall be submitted to CDOT monthly, with a minimum of five photographs/videos submitted each month.

1.4.2.3 Public Meetings

The Contractor shall host at least two public meetings at least two weeks prior the start of construction of the first construction package. The first meeting shall be open house format. Subsequent meetings may be open house format or telephone town hall style. Over the duration of the Project, the Contractor shall host two public meetings per year at CDOT's discretion. Participants will include CDOT, local elected officials, city/county staff, surrounding local agencies and businesses, residents, and the traveling public. Meetings will be held locally at a convenient location that will accommodate the above attendees. The Contractor shall publicize the meeting through multiple means, including local media, email, inserts in local newsletters, fliers, mailers, and others. The focus will be to inform attendees of Project plans and schedules and to provide information on how those interested can receive updates on the Project (via email address list or CDOT's GovDelivery messaging system). The Contractor will be responsible for Project displays available for viewing that will provide information on Work, phasing, traffic impacts, and other Project information of interest to the public.

1.4.2.4 Stakeholder Meetings

The Contractor shall, in coordination with CDOT, respond to all reasonable requests to attend regular community and Stakeholder meetings, such as meetings organized by nonprofit groups, and neighborhood and business associations. The Contractor shall provide appropriate technical staff as required.

The Contractor also shall organize informal smaller meetings with the Project Director, one-on-one Stakeholder outreach, and telephone town hall meetings with key Stakeholders prior to major construction phases or as necessary.

1.4.2.5 Personal Contacts

The Contractor will manage and implement email and phone contacts through the duration of the Project. More focused, individual contacts will be necessary to keep the public aware of all issues pertaining to the Project, such as all road and driveway closures and utility disruptions that impact a specific Stakeholder or group of Stakeholders. Contact will occur according to Table 1-1 and will consist of providing information on the planned Work, impacts, expected duration of the Work, contact information, and any other Project-related items.

The Contractor also shall deliver fliers and other information to impacted Stakeholders, such as businesses and residents near the construction activities, concerning start of construction phases, access impacts, schedules, etc., as deemed necessary.

1.4.2.6 Stakeholder Contact

The Contractor shall develop a master distribution list of contacts to be used for general public information, publications, and informational fliers/newsletters. CDOT's North I-25 database established through the Final Environmental Impact Statement (FEIS) process shall be used as the basis for development of this list/database, as well as CDOT's Travel Alerts system. This list or database shall be presented to CDOT for Acceptance prior to the start of construction of the first construction package. Through the Contractor's data-gathering process, the Contractor shall assist CDOT in supplementing the North I-25 database and the Colorado DOT: My Travel Alerts system.

1.4.2.7 Tours and Project Events

The Contractor shall provide tours of the construction area to media, businesses, and government officials and shall support the coordination of Project events (groundbreaking, grand opening, or other key milestones). The Contractor will provide representatives of the Contractor to participate in tours and events, as well as assist in the coordination of events.

1.4.2.8 Lane Closure Reports

The Contractor shall submit a Lane Closure Report each Thursday by noon, for the following week's activities (Saturday through Friday), to CDOT for Acceptance. The Accepted Lane Closure Report shall be provided to the contacts listed on the Lane Closure Report and as requested by CDOT. CDOT will provide a template of this report to the Contractor in electronic format for use.

1.4.2.9 Traveler Alerts

The Contractor shall create a traveler alert weekly to distribute on Colorado DOT: My Travel Alerts. The alert shall include mainline and side road closures, ramp closures, lane height and width restrictions, and any activity that may impact the traveling public. The alert should be sent for Approval one day prior to distribution. For more immediate road work, the Contractor shall contact the Colorado Traffic Management Center (CTMC) to provide information for variable message sign (VMS) boards and Travel Alerts.

1.4.2.10 Web Page Updates

The Contractor shall work with CDOT to develop Internet web page content specifically for this Project and provide consistent updates with the latest Project information (web page development experience is not necessary as the Contractor will only supply information for the CDOT web page template). It shall contain all appropriate links to/from other sites if applicable, e.g., local city, county, bus service, etc. The Contractor will ensure the web page is updated at least weekly by providing pertinent schedule information, new photos, contact information, and other information as determined by CDOT to CDOT.

1.4.2.11 Project Fliers

At least 14 Days prior to the start of Work, and for key construction milestones, the Contractor shall prepare and deliver fliers to each property owner potentially impacted by the interstate work zone, including properties with direct access to the highway, nearby businesses, schools, homes, churches, or others who rely on regular traffic access in the construction zone. The Contractor shall contact CDOT for a flier template to be used for all fliers, which will include CDOT's logo, the Project logo, or both. An email containing the flier also shall be sent to all those known to use the highway within the Project limits and having significant or daily use of the roadway contained within the Project corridor. Examples of these are bus services, community centers, and schools. Additional fliers may be required, as directed by CDOT, and may be delivered via <http://uspseverydoordirectmail.com>, the use of a mailing list from county Geographic Information Systems (GIS) mapping, or other approved method.

The flier shall provide the anticipated Project start and end date, location and description of the Work, traffic impacts, and hours/days of operation, the Contractor's Project information line, email address, web address, Project map (if necessary), and a construction safety message as defined by the department. The flier also may contain the Contractor logo, if desired. Fliers shall be submitted to CDOT for Approval.

1.4.2.12 Language Assistance for LEP Persons

CDOT is required to provide access to persons with Limited English Proficiency (LEP). LEP persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. Examples of language assistance include, but are not limited to, translation of meeting notices and interpretation services at meetings. At a minimum, the Contractor shall work with CDOT to provide interpretation services upon request by an LEP person. Additionally, if the community to which the Project fliers shall be distributed has greater than 5 percent LEP persons, the fliers shall be translated. The Contractor shall document all measures taken to communicate with LEP persons and record all requests for language assistance.

1.4.2.13 Public Information Collateral Materials

The Contractor shall develop a variety of outreach collateral materials to share coping information to the public as necessary for major Project milestones, such as long-term closures or impactful construction activities (i.e., nighttime noise, restricted access, utility impacts, etc.). Collateral materials could include newsletters, fact sheets, fliers, social media updates, etc. The Contractor shall use CDOT-provided branding on all public information materials throughout the Project and adhere to CDOT's *Branding Standards Guidelines*. The Contractor shall not use its own logos or the logos of Subcontractors for public communication materials.

1.4.2.14 Construction Signing

A minimum of one week prior to the start of Work, the Contractor shall erect signs at all ends of the Project limits, with the estimated dates when the Project will commence and end. The signs shall include the Contractor's name and public information contact number.

1.4.3. Availability and Response Protocol

1.4.3.1 Response Protocol to CDOT and the Public

The Contractor shall conform to Table 1-1 in responding to correspondence from Stakeholders and the public.

Table 1-1 Response Protocol

Type of Communication	Timing of Response
Hotline Calls	Check messages throughout day Respond on the same day (initial call), or within 24 hours if the initial call occurs outside normal working hours, including weekends
Email	Same day (within two business days for high-volume situations)
Call from CDOT Staff	As soon as possible
Webpage Inquiries	Same day (within two business days for high-volume situations)
Public Meeting Inquiries	Within one week of the meeting

1.4.3.2 Deliverable Protocols to the Public

The Contractor shall conform to Table 1-2 in providing the following information to the public.

Table 1-2 Deliverables and Submittal Time to the Public

Notification Protocol	
Proactive Notification Element	Timing
Full road closures, detours, and major traffic impacts lasting seven days or longer	14 days prior to the beginning of activity in any area of the Project
Major Project activities (such as major lane shifts, bridge demolitions, etc.) lasting seven days or less	7 days prior to the beginning of activity
Other remaining types of construction Activities in any area of the Project, including: <ul style="list-style-type: none"> • Night Work • Utilities • Change of business/residential access 	7 days prior to the beginning of activity in any area of the Project or as determined jointly by teams
Other construction updates (e.g., cancellation of planned closures, additional lane closures, closure removals, major traffic shifts, etc.) that directly impact the public	As soon as known with at least 24 hours notice

1.5 Crisis Communications Plan

The Contractor shall prepare and maintain a Crisis Communications Plan for the Contractor's response to emergencies and incidents during construction, long-term operations, and maintenance. The Contractor shall coordinate this approach with the Contractor's overall Incident Management Plan.

In the event of a crisis, CDOT will be the lead agency to handle communication with the media, public, CDOT staff, etc. The Contractor shall be available to help coordinate with CDOT and provide information necessary to respond to the crisis.

The Contractor's crisis communication approach for its public information staff shall include:

1. Designated staff to respond to the emergency
2. Types of potential emergencies

3. Approaches to addressing potential emergencies
4. Boilerplate messaging that includes:
 - A. Cause of specific disruptions (whether construction related or not)
 - B. Actions being taken to alleviate the problem
 - C. Impact to the public and notification procedures
 - D. Anticipated duration of the disruption

The Contractor shall provide specific details on internal coordination and communication that will occur with other Contractor groups, CDOT, and other Stakeholders.

1.5.2. Emergency Information Dissemination—Communications Tree

The Contractor shall establish and manage an emergency response telephone and/or email tree. All appropriate personnel shall be included on this communications tree for immediate response in the event of an emergency. The telephone/email tree shall be divided into areas of expertise so the proper people are called and/or emailed for specific emergency situations. The North I-25 Project Director, CDOT Construction Manager, CDOT Communications Manager, and the Contractor's Project Manager shall be included on the communications tree for notification of any emergency that may arise. The Contractor shall develop and maintain a contact list of emergency service providers as part of its crisis communications approach. The Contractor shall provide information to emergency service providers. The Contractor shall submit the emergency response communications tree to CDOT for Acceptance prior to the start of construction of the first construction package.

1.6 Deliverables

The Contractor shall submit the following for Review, Approval, and/or Acceptance.

Table 1-3 Deliverables

Deliverable	Review, Acceptance, or Approval	Schedule
PCM Name, Credentials, and Contact Information	Acceptance	Prior to the start of construction of the first construction package
Public Information Plan	Acceptance	Prior to the start of construction of the first construction package
PIP Updates	Acceptance	Quarterly
Crisis Communications Plan	Acceptance	Prior to the start of construction of the first construction package
Crisis Communications Plan Updates	Acceptance	Quarterly
Emergency Response Communication Tree	Acceptance	Prior to the start of construction of the first construction package
Local Telephone Hotline	Acceptance	Prior to the start of construction of the first construction package
Stakeholder Distribution List (if required for non-work zone flier recipients and emergency service providers)	Acceptance	At Pre-Construction Meeting and prior to the start of construction of the first construction package
Lane Closure Reports	Acceptance	Weekly, on Thursday by noon
Traffic Alerts /Media Releases	Approval	48 hours prior to scheduled distribution date

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 Appendix D – Public Information

Deliverable	Review, Acceptance, or Approval	Schedule
Fliers, posters, or other public material	Approval	At least 10 days prior to the initial start of construction and key construction milestones for the first Project flier 5 days prior to the scheduled distribution date for fliers thereafter In cases of rapid response, 48 hours prior to distribution
Photos/Video	Review	Monthly or as requested