

RFP Reference	Question/Clarification	CDOT Response
Book 2, Section 1.5.F	This section describes the work needed to abandon the existing Farmington Hill intersection, however this work is not depicted in the Basic Configuration drawings. Please provide the required work related to Section 1.5 F in the Basic Configuration Exhibit.	The description of the US 550 reclamation work is covered in Book 2 Section 1. The EX 1-A1 does not show the details of the work for any of the basic configuration components, however all of the work in 1.5 F must be completed within the Basic Configuration Work.
Book 2, Section 3.5.4	Contractor must address CDOT comments to proposal level plans prior to ENTP. How and when will the comments be provided?	CDOT will provide plan comments prior to NTP1.
Book 2, Section 10.2	What is CDOT's procedure for allowing site access for additional drilling / testing during geotechnical investigations? Same question for survey, or any other investigative work.	Proposers will need to submit a special use permit to the CDOT project team so that terms are defined.
ITP, Sections 2.4 and 2.5	What is the threshold for an ACC? What is the ATC Threshold?	In accordance with the CDOT Design Build Manual and the Instructions to Proposers (ITP) for the project, ACCs and ATCs are defined as follows: 1. ACCs are proposer-recommended alternatives to the requirements found in Book 2 Section 1. 2. ATCs are proposer-recommended alternatives to the requirements found in Book 2, Section 2 through Section 20.
Book 2, Section 3.9.2	Book 2 - Technical Requirements, Section 3.9.2 Design Deliverables states, "All deliverables shall be submitted in their native format and *.PDF format." Are CADD files required for interim design submittals (Preliminary Design Plans, etc.) or only at Final Design?	Interim submittals are only at the task force meeting level. Interim design files are not officially submitted. Each task force leader will have to communicate what they need to progress the submittal to final. We only need CADD files with your Final Design submittal. CADD files need to comply with CDOT standards at all levels of development.
Book 2, Section 12.2.6.1.4	We request that riprap design be based on HEC-23 method alone rather than the "FHWA Bridge Scour and Stream Instability Countermeasures, HEC-23, or the USDCM (whichever provides the largest rock size)" as currently stated in Section 12.2.6.1.4 of Book 2 - Technical Requirements.	The request to use HEC-23 method alone (in lieu of comparing calculated results from USDCM method) for riprap channel lining design is acceptable if there is a need for this very specific type of riprap application in your proposed drainage system. Section 12.2.6.1.4 will be updated showing the deletion of this qualifying statement "(whichever provides the largest rock size)". However this method is not considered applicable for the design of pipe outfall riprap aprons. Since your request referred to a very general 'riprap design' and not riprap channel lining, it seemed necessary to clarify the HEC-23 applicability.
Book 2, Section 12.2.6.1.4	With regards to design of steep slope channels (Book 2 - Technical Requirements, Section 12.2.6.1.4), we request that NRCS rock chute method (Robinson, Rice & Kadavy, 1998) be permitted for design of steep slope channels and the associated spreadsheet be acceptable for calculation (Lorenz et al, 2008).	The NRCS Rock Chute Method (Robinson, Rice & Kadavy, 1998) and associated spreadsheet will be an accepted method for the design of steep slope channels.
Book 2, Section 12.2.2	In respect to Book 2 - Technical Requirements, Section 12.2.2 Drainage Design Software, we request that the use of HEC-HMS and EPA SWMM be added to the approved software list. These programs assist analyzing flow routing and flow control structures in drainage systems.	Request accepted. The use of HEC-HMS and EPA SWMM will be added to the approved software list for hydrological flow routing.
Book 2, Section 12.2.6.5	Please provide guidance as to what constitutes an acceptable increase in peak conditions per Book 2 - Technical Requirements, Section 12.2.6.5).	Our recommendation is to minimize any increases to proposed peak flows off-Site wherever possible. However in the event this cannot be achieved, the proposed design condition will be evaluated on a case by case basis. It depends on the amount of estimated increase in off-Site peak flows and the condition of the downstream system receiving the proposed increase in peak flows. The proposed mitigation to accommodate the increased peak flows shall include a design that contains minimal to no impact to the surrounding property owners and must comply with local agency standards and earn CDOT approval. If it can be proven that the increase in the proposed off-Site peak flows has no negative impact on the downstream system (including stakeholder infrastructure and surrounding property owners), very little mitigation may be required.
Book 2, Section 12.2.8	We request that underdrains be allowed to discharge directly to cross culverts and inlets associated with roadside and median ditches (Book 2 - Technical Requirements, Section 12.2.8 Subsurface Drainage Systems).	Subsurface drains are being installed to keep water out of the pavement section. If underdrains are connected to the subsurface drainage system, there is risk of the storm drain flows backing up into the subsurface drains and allowing water to infiltrate into the pavement section. Generally speaking, this is a preferred requirement for CDOT roadway design and will remain as is.
Book 2, Section 12.3.1, 5th bullet	Please clarify the process for CDOT approval of HDPE and PVC pipe.	The bulleted requirement under section 12.3.1 requiring additional review for HDPE and PVC pipe will be deleted in the updated Technical Requirements in Section 12. However please note the review team will be paying close attention to the water and soil samples submitted by the Contractor after the notice to proceed is issued. The soils in Region 5 have a consistently high abrasion and corrosive level. We will ensure that adequate soil sampling procedures were obtained to represent to the overall project and that the engineer preparing the Pipe Selection Report leans to the more conservative approach when deciding the appropriate pipe class for the project.

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Book 2, Section 13, Exhibit 13-C	Page named "Exhibit 13-C CDOT Design Exception Variance Request Form" is blank. Is this Exhibit included elsewhere in the documents or Is this form supposed to be neglected since there is are Form R that lists out "Additional Design Exceptions"?	Form R is to be used during the proposal phase for design exceptions identified in design, more than likely with an ATC/ACC. Exhibit 13-C formalizes the design variance process during the pre-RFC stage after selection for your use if you have a design exception/variance you want to pursue. Guidance found in 13.2.14.1.
Contract	Does the Southern Ute sales tax apply to the permanent materials or are Southern Ute taxes exempted for permanent materials on this Project? Part of this project travels through the Southern Ute Indian Reservation. The Southern Ute Indian Reservation imposes a 3.0% sales tax for the purchase of permanent materials. Please provide guidance if the Southern Ute sales tax applies to the purchase of permanent materials for this project or will it follow the state exemption.	Please find the attached Ordinance 26, provided by the Southern Ute Indian Tribe. Said Ordinance indicates, "There isa tax upon all sales of commodities and services, ...and shall be collected upon all retail sales on the purchase price paid or charged upon all sales and purchases of tangible personal property at retail within the Southern Ute Reservation."
Book 1, Exhibit F	Exhibit F – Insurance and Owner Controlled Insurance Program (OCIP) 1.1.1 requires 45 days’ notice of cancellation. 30 days’ notice is an industry standard for cancellation due to any other reason besides non-payment. Later in Exhibit F 2.8 Evidence of Insurance and the Revision of Section 107 of the Standard Specifications subsection 107.15 (j) (5) (ix) the requirement is 30 days’ notice. Please revise Exhibit F 1.1.1 to align with other specifications.	This change has been made
Book 1, Exhibit F	Exhibit F – Insurance and Owner Controlled Insurance Program (OCIP) 1.2.6 requires the Contractors professional liability policy to cover ESB and DBE firms. Standard Practice Professional Liability programs will not extend coverage to other designers, thus causing the need of a project-specific professional liability policy. Also, the additional premium for a project- specific professional liability policy would be cost prohibitive for a project of this size and scope.	If the ESB and DBE firms carry the appropriate amount of insurance a separate policy will not be required. This is only required for any firms that are completing design work.
Book 1, Exhibit F	Exhibit F – Insurance and Owner Controlled Insurance Program (OCIP) 1.2.6 requires the Contractors professional liability policy have a three year extended reporting period from the Final Acceptance Date. Please confirm a Professional Liability Insurance policy that renews annually for three years will meet this requirement.	An annual renewal for three years is acceptable.
Book 1, Exhibit F	Exhibit F – Insurance and Owner Controlled Insurance Program (OCIP) 1.2.6 requires the Contractors professional liability policy have a three-year extended reporting period from the Final Acceptance Date. Exhibit F 2.3.5 requires professional liability insurance be maintained until the applicable Colorado Statue of Repose. Please amend 2.3.5 to align with 1.2.6.	1.2.6 extends the reporting period for claims to the three year mark. 2.3.5 requires a policy be maintained through the statute of repose. These are different requirements so no change will be made.
Book 1, Exhibit F	Exhibit F – Insurance and Owner Controlled Insurance Program (OCIP) 2.1.5 states that the Owner will be responsible for purchasing and maintaining a Builder’s Risk policy but very few details are provided about the limits, sublimits, and coverage extensions. It is not equitable to give the Contractor the financial risk of loss for loss or damage to the work without full transparency of the builder’s risk coverage provided to protect Contractor from such risk. Please provide the policy or summary of the policy limits, sublimits, deductibles, and policy conditions.	This will be provided under separate cover, the coverage limits will be determined by the final bid but will be set by the construction value of the project. A summary of the term will be provided.
Book 1, Exhibit F	Exhibit F – Insurance and Owner Controlled Insurance Program (OCIP) 2.1.5 limits the Contractor from seeking contribution of the Builder’s Risk deductible from its Subcontractors. The Contractor should be able to seek the full deductible from the responsible party. Please amend.	The deductibles are high and for some small contractors may represent a significant amount for them. CDOT is agreeable to charging back a portion of the deductible based on the contract amount and ask that the contractor provide a breakdown of how that will occur. We want to avoid the building of retentions into the bids.
Book 1, Exhibit F	Exhibit F – Insurance and Owner Controlled Insurance Program (OCIP) 2.3.5 requires professional liability limits of \$2,000,000 each claim/ general aggregate be maintained by each Contractor or Subcontractor. Exhibit F 1.2.6 requires Subcontractors to only carry \$1,000,000 each claim/ general aggregate. Please amend 2.3.5 to align with 1.2.6.	The lower limit in 1.2.6 allows the contractor to reduce the required limit for ESB and DBE firms. If the contractor does not want that ability it can be removed.
Book 1, Section 2.5.3	Insurance and Owner Controlled Insurance Program (OCIP) 2.5.3 requires additional insured status be granted on the liability policies required under Section 2.5.1. Additional insured status is not available on worker’s compensation. Please amend.	This change has been made.
Book 1, Exhibit F	Revision of Section 107 of the Standard Specifications subsection 107.15 (5) (c) Railroad Protective Insurance requires limits of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000. Exhibit F – Insurance and Owner Controlled Insurance Program (OCIP) 1.2.7 and 2.3.7 both require \$2,000,000 per occurrence/ \$6,000,000 annual aggregate. Please amend 107.15 (5) (c) to align with Exhibit F.	Exhibit F changed to the 5/10 amounts per recent requests from the railroads. If the railroads require less at the time of contracting we will consider a change.

RFP Reference	Question/Clarification	CDOT Response
Book 1, Exhibit F	Revision of Section 107 of the Standard Specifications subsection 107.15 (j)(3) Builder's Risk Insurance states that the Owner will be responsible for purchasing and maintaining a Builder's Risk policy but very few details are provided about the limits, sublimits, and coverage extensions. It is not equitable to give the Contractor the financial risk of loss for loss or damage to the work without full transparency of the builder's risk coverage provided to protect Contractor from such risk. Please provide the policy or summary of the policy limits, sublimits, deductibles, and policy conditions.	This will be provided under separate cover, the coverage limits will be determined by the final bid but will be set by the construction value of the project.
Book 1, Exhibit F	Revision of Section 107 of the Standard Specifications subsection 107.15 (j)(3) Builder's Risk Insurance includes a table that limits the contribution that the Contractor can collect for deductibles should a claim occur due to an error of a subcontractor. The Contractor should be able to seek the full deductible from the responsible party. Please strike (see attachment).	The deductibles are high and for some small contractors may represent a significant amount for them. CDOT is agreeable to charging back a portion of the deductible based on the contract amount and ask that the contractor provide a breakdown of how that will occur. We want to avoid the building of retentions into the bids.
Book 1, Exhibit F	Revision of Section 107 of the Standard Specifications subsection 107.15 (j)(4) Contractor's Pollution Liability includes a table that limits the contribution that the Contractor can collect for deductibles should a claim occur due to an error of a subcontractor. The Contractor should be able to seek the full deductible from the responsible party. Please strike (see attachment).	The deductibles are high and for some small contractors may represent a significant amount for them. CDOT is agreeable to charging back a portion of the deductible based on the contract amount and ask that the contractor provide a breakdown of how that will occur. We want to avoid the building of retentions into the bids.
Book 1, Exhibit F	Revision of Section 107 of the Standard Specifications subsection 107.15 (j)(5)(viii) 3 requires additional insured status be granted on the liability policies required under the Revision of Section 107. Additional insured status is not available on worker's compensation. Please amend.	This change has been made.
Book 1, Exhibit F	Revision of Section 107 of the Standard Specifications subsection 107.15 is missing sections 107.15 (k) and 107.15 (l). Please supply the missing sections or advise if this is a drafting error.	These were removed due to coverage changes.
ITP, Section 4.1.2.7	ITP 4.1.2.7 CEW states area of completed earthwork to top of subbase course. What are the stabilization requirements for this section as the top of subbase will be exposed for an undetermined time frame? Will CDOT consider top of subgrade as opposed to subbase to provide sufficient stabilization?	The subbase is comprised of compacted Class 2 and CDOT considers that stable. Building only to the top of subgrade requires additional stabilization and an approved ACC.
ITP, Section 2.5	States: "ATCs that provide less than equal quality and/or effect with the intent of saving Project cost for other undefined uses will not be Approved." Please clarify this statement.	Language refined. No further action necessary.
US 160 ROD	According to the US 550 Connection to US 160 ROD, April 2015, Table 2, Mitigation Commitment 19, "trees with a breast height diameter of 2" and greater shall be replaced at a 1:1 ratio". How do we meet this requirement within the limited remaining ROW, and in particular, locations suitable for their success?	We removed this mitigation commitment as part of the Reevaluation due to our project not being located within a riparian (SB40) area. From Book 2 Section 5 "The mitigation commitments identified in these NEPA documents have been consolidated, and in some instances revised, as part of a Reevaluation. The mitigation measures listed in the Environmental Mitigation Tracking Form in Exhibit 5-A supersede the mitigation measures listed in the NEPA documents listed above." FHWA concurred with this when they signed the Reevals.
Book 2, Section 7.1	"CDOT has coordinated and planned for advance Utility Relocation Work known to be in conflict with the Project, as shown in the Utility plan sheets and outlined in the Utility Work section herein". Utility Plans were not included in the Final Reference Design Plans. Will Utility Plan sheets depicting the anticipated utility work, including relocations be provided in the Final RFP?	Utility Plans will be provided with the Final RFP.
Book 2, Section 12.4.4.2	It appears that paragraph 1 of this section belongs in Section 12.4.4.1 Drainage As-Constructed Documents. Please confirm that the design calculations listed in paragraph 1 of Section 12.4.4.2 are not required for temporary drainage elements.	This was changed. Please see updated Section 12.
Book 2, Section 1.5	Book 2, Section 1.5.1.F.v states: "Provide drainage and scour protection for US 160 at Wilson Gulch." Improvements to Wilson Gulch are not referenced in Book 2, Section 12 nor the reference documents. Please provide additional information regarding the desired improvements at this location.	This was changed. Please see updated Section 1.
ITP, Section 1.1	2nd paragraph states, "CDOT may disqualify a Proposer if any of the Proposer's Major Participants belong to more than one Proposer organization related to this RFP." We are concerned that CDOT may be limiting competition and not receiving Best Value if subcontractors with a contract valued at more than 10% of the TCV can only be on one team. Would CDOT consider removing this language?	Our intent is to define who the teams are, not create limited opportunities. The RFP has been revised.
ITP, Section 1.9	Just want to confirm that we are required to submit all ARE pricing even though it may exceed Upset amount. Any ARE or portion thereof that is over the Upset amount is to be shown on Form K. Consider allowing ARE #1 A, B, or C to be broken into portions so that the proposers price can be right at the upset amount of \$77,000,000.	You are not required to submit all ARE pricing. Option pricing is not mandatory. Book 2 Section 1 has been revised to allow ACC's for ARE #1.

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ITP, Section 2.4-2.5	<p>Part 1 of 3: CDOT is allowing Proposers to submit, with their proposal, ACCs or ATCs that have not been reviewed or Approved by CDOT and have stated that this would be at the proposer's risk.</p> <p>Question: If a proposer submits this type of ACC/ATC and it is ultimately Approved by CDOT, how will this post proposal change be incorporated into the project?</p>	<p>The proposal is a commitment to complete the ACC/ATC proposed. If changes are requested by CDOT that affect cost or schedule, the ACC/ATC will be negotiated prior to award of the contract.</p>
ITP, Section 2.4-2.6	<p>Part 2 of 3:</p> <p>Question: How should proposers incorporate or address any beneficial cost or schedule impact into our proposal and Form J pricing?</p>	<p>The proposal is a commitment to complete the ACC/ATC proposed. If changes are requested by CDOT that affect cost or schedule, the ACC/ATC will be negotiated prior to award of the contract. Proposers should use the Proposal narrative to explain how their design benefits the Project cost (i.e. increase in scope) and schedule.</p>
ITP, Section 2.4-2.7	<p>Part 3 of 3:</p> <p>Question: If the unapproved ACC/ATC is submitted but not accepted, is this grounds for being non-responsive?</p>	<p>No, but an unapproved or at risk ACC/ATC's that provide less than equal quality and/or effect will impact the proposers score negatively</p>
ITP, Section 2.7	<p>CDOT is allowing for the incorporation of non-approved or submitted ACC's/ATC's at the Contractor's risk, with CDOT reserving the right to approve/reject. How do these affect the selection scoring process? Will there be negotiation/clarification discussions either prior to or after the selection process on these types of submitted ACC's/ATC's?</p>	<p>The at risk ACC/ATC could affect the proposers score positively or negatively. Unapproved or at risk ACC/ATCs may be negotiated prior to award of contract.</p>
ITP, Section 3.2.6	<p>If all Proposers are above CDOT's upset amount for Basic Configuration, all Proposers will be declared non responsive. If only one Proposer is below or at CDOT's upset amount, they will be the only responsive proposer.</p> <p>Question: What is CDOT's process or plan if either of these situations occur?</p>	<p>CDOT will initiate the BAFO process in the case that all three proposers are non-responsive. In the case of only one responsive proposal, CDOT will score the one responsive proposal, and award will be at the discretion of CDOT.</p>
ITP, Section 4.1.2 and 6.5	<p>Proposer's may only include ARE's in the order and with the scope defined in the ITP and there would be a formula penalty if a Proposer's Price was reduced and all ARE's had not been included.</p> <p>Question: This could limit flexibility for Proposers to maximize the scope and at the same time provide the Best Value to CDOT. A Proposer may not be able to include the full scope as described with available budget dollars and would be penalized by lowering our Proposal Price.</p> <p>Would CDOT consider allowing more flexibility in the AREs included and when our Price could be lowered without having to include all AREs?</p>	<p>Change was made to Book 2 Section 1</p>
N/A	<p>Can you provide to us the location of the Inroads Design File (.ird) and the Template Library File (.itl) or provide those files to us? With these files we can more efficiently run a model and begin analysis of the earthwork quantities.</p>	<p>The files are working files and not intended for outside use. The files are broken out in segments and there are multiple .ird and .itl from multiple firms and they lack needed consistency for outside use.</p>

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N/A	Was it the intention of CDOT to place the March 2019 Geotechnical Report in Book 4 - Contract Drawings?	<p>Yes. [From section 10.2] The results of geotechnical investigations performed by CDOT are provided in Book 4, Geotechnical Data Report (GDR) dated March 11, 2019 by Yeh and Associates, Inc. The data from an additional investigation for US 550 south of La Plata County Road 220 is provided in the GDR as an appendix.</p> <p>Geotechnical investigations conducted in the area of the Structures and pavements are included in the GDR in Book 4. The soil and rock samples referenced in the GDR and collected as part of this geotechnical engineering exploration are available at the CDOT Durango facility:CDOT Region 5 3803 North Main Avenue Durango, CO 81301</p> <p>The Contractor shall be responsible for supplemental subsurface investigation necessary to complete the Work, to support the proposers' design and to meet required sampling frequency. When planning and conducting additional investigations, the Contractor shall refer to the referenced Book 4 geotechnical documents completed for this Project. Geotechnical investigations and analysis shall comply with the requirements of the CDOT Geotechnical Design Manual, the CDOT Field Materials Manual, the CDOT M-E Pavement Design Manual, the AASHTO LRFD Bridge Design Specifications, where applicable, Table 10-2, and any other applicable standards necessary to perform the Work. (See Book 2, Section 10 for more information)</p>