



# US 160 — Elmore's East

## Colorado Department of Transportation

Region 5

---

### Instructions to Proposers and Notice to Bidders

---

### US 160 Elmore's Corner to Dry Creek Design-Build Project

Project No.: NHPP 1602-157 & FBR 1602-193  
Subaccount No.: 20980 - COMBO

**Proposals Due:**

**October 22, 2026**

**2:00 PM Mountain Standard Time**

## Table Of Contents

	<u>Page</u>
<b>1.0 Introduction .....</b>	<b>1</b>
1.1 Certain Definitions .....	1
1.2 Request for Proposals Documents.....	1
1.3 Project Description .....	2
1.4 Project Funding.....	2
1.5 CDOT Project Purpose and Values .....	2
1.5.1 Maximize safety by reducing vehicular crashes and minimize conflicts with wildlife .....	2
1.5.2 Maximize travel efficiency and mobility by meeting the future demand for highway capacity .....	2
1.5.3 Improving access management along the US 160 Corridor.....	3
1.6 Project Goals .....	3
1.6.1 Improve Safety, Mobility and Efficiency: .....	3
1.6.2 Minimize Impacts to Highway Users: .....	3
1.6.3 Maintain Effective Partnerships throughout:.....	4
1.6.4 Approach to Project Delivery: .....	4
1.7 CDOT Upset Amount .....	5
1.8 Additional Requested Elements (AREs).....	5
1.9 Options.....	6
1.10 Contract Drawings and Reference Documents .....	6
1.11 Notice to Proceed .....	6
1.12 Proposal Process Schedule .....	7
<b>2.0 Proposal Process .....</b>	<b>9</b>
2.1 CDOT Contact .....	9
2.2 CDOT’s Document Management System.....	9
2.3 Pre-Proposal Meetings .....	9
2.3.1 Meeting Location.....	9
2.3.2 One-on-One Meetings .....	9
2.4 Alternative Configuration Concepts (ACCs).....	10
2.5 Alternative Technical Concepts (ATCs) .....	10
2.6 Pre-Proposal Submission of ACCs/ATCs .....	10
2.7 CDOT’s Review of Alternative Configuration/Technical Concepts (ACC/ATC) .....	12
<b>3.0 Proposal Structure, Requirements, Format, and Submission .....</b>	<b>13</b>

Request for Proposal  
 US 160 Elmore’s Corner to Dry Creek Design-Build  
 Project No.: NHPP 1602-157 & FBR 1602-193  
 Sub Account No.: 20980 - COMBO  
 Instructions to Proposers

---

3.1	Proposal Structure .....	13
3.2	Proposal Requirements .....	13
3.2.1.	Volume I - Executive Summary.....	13
3.2.2.	Volume II - Proposer Information, Forms and Certifications.....	14
3.2.3.	Volume III - Technical Proposal .....	16
3.2.4.	Volume IV - Project Plans, Additional Requested Elements, Alternative Configuration Concepts, Alternative Technical Concepts, and Schedule .....	16
3.2.5.	Volume V - Price Proposal .....	18
3.2.6.	Volume VI - Upset Amount Determination .....	18
3.2.7.	Volume VII - Options Proposal.....	18
3.3	Proposal Format .....	18
3.4	Proposal Submission.....	19
<b>4.0</b>	<b>Volume III - Technical Proposal Requirements, Points Available, and Evaluation Criteria..</b>	<b>21</b>
4.1	Volume III, Section 1: Basic Configuration:.....	21
4.1.1.	Submittal Requirements for Basic Configuration .....	21
4.2	Additional Requested Elements: .....	22
4.2.1.	Improve typical section for Elmore’s section .....	22
4.2.2.	Provide additional length of passing lanes for Valley section .....	22
4.2.3.	Improve typical section for Valley section .....	22
4.2.4.	Incorporate smart Work zones .....	22
4.3	Volume III, Section 2: Improve Safety, Mobility and Efficiency:.....	22
4.3.1.	Submittal Requirements: Improve Safety, Mobility and Efficiency .....	22
4.3.2.	Maximum Points Available: Improve Safety, Mobility and Efficiency.....	23
4.3.3.	Evaluation Criteria: Improve Safety, Mobility and Efficiency.....	23
4.4	Volume III, Section 3: Minimize Impacts to Highway Users:.....	23
4.4.1.	Submittal Requirements: Minimize Impacts to Highway Users .....	23
4.4.2.	Maximum Points Available: Minimize Impacts to Highway Users.....	24
4.4.3.	Evaluation Criteria: Minimize Impacts to Highway Users.....	24
4.5	Volume III, Section 4: Maintain Effective Partnerships Throughout:.....	25
4.5.1.	Section 3.1. Submittal Requirements: .....	25
4.5.2.	Maximum Points Available: Maintain Effective Partnerships Throughout .....	26
4.5.3.	Evaluation Criteria: Maintain Effective Partnerships Throughout.....	26
4.5.4.	Submittal Requirements: ESB Performance Plan Schedule - Proposal and Good Faith Efforts (GFE).....	27
4.5.5.	Evaluation Criteria: ESB Performance Plan Schedule and Good Faith Efforts .....	27

Request for Proposal  
 US 160 Elmore’s Corner to Dry Creek Design-Build  
 Project No.: NHPP 1602-157 & FBR 1602-193  
 Sub Account No.: 20980 - COMBO  
 Instructions to Proposers

---

4.6 Volume III, Section 5: Approach to Project Delivery: ..... 28

4.6.1. Submittal Requirements: Approach to Project Delivery..... 28

4.6.2. Maximum Points Available: Approach to Project Delivery ..... 29

4.6.3. Evaluation Criteria: Approach to Project Delivery ..... 29

4.7 Scoring Volume III Sections 1, 2, 3, 4, and 5: ..... 30

**5.0 Volume IV: Supporting Documents for Volume III, Project Plans and Roll Plots, AREs, ACCs, ATCs, Project Schedule, and Civil rights Plan ..... 33**

5.1 Project Plans and Roll Plots with included AREs, ACCs and ATCs: ..... 33

5.2 ACCs/ATCs..... 34

5.3 Project Schedule ..... 35

5.4 Draft Civil Rights Plan ..... 35

**6.0 Evaluation of Proposals ..... 36**

6.1 Proposal Evaluation and Scoring ..... 36

6.2 Responsiveness Evaluation and Review ..... 37

6.2.2. Proposer’s Price ..... 37

6.3 Additional Information ..... 38

6.4 Oral Presentations ..... 38

6.5 Best Value Determination ..... 38

**7.0 Procurement Requirements ..... 39**

7.1 Receipt of Request for Proposals Documents and Other Notices ..... 39

7.2 Examination and Interpretation of RFP Documents ..... 39

7.3 Addenda ..... 39

7.4 (Reserved)..... 40

7.5 Improper Conduct ..... 40

7.6 Withdrawal of Proposal After Proposal Due Date ..... 40

7.7 Responsive Proposal ..... 40

7.8 Stipend..... 40

7.9 Ownership of Proposals..... 41

7.10 Colorado Open Records Act ..... 41

7.11 Changes in Proposer’s Organization ..... 42

7.12 Escrowed Proposal Documents ..... 42

7.12.1. Format of Escrowed Proposal Documents (EPD) ..... 42

7.12.2. Review of Escrowed Proposal Documents ..... 42

7.12.3. CDOT’s Acknowledgment ..... 42

7.13 Protests ..... 43

7.13.1. Protests Regarding Request for Proposal Documents ..... 43  
7.13.2. Protests Regarding Responsiveness, Best Value Evaluation, or Award ..... 44  
7.14 Ex Parte Communications ..... 44  
7.15 Ineligible Firms ..... 44  
7.16 Project Rights and Disclaimers ..... 44  
**8.0 Contract Execution ..... 46**

**List Of Tables**

Table 1-1: Proposal Process Schedule ..... 7  
Table 4-1: Scoring of Technical Proposal..... 31  
Table 6-1: Proposal Evaluation and Scoring..... 36

## **Forms**

Form A	Proposal Letter / Incumbency Certificate
Form B	Information about Proposer and Major Participant
Form C	Non-Collusion Affidavit
Form D	Buy America Certification (FHWA)
Form E	Debarment and Suspension Certification
Form F	Certification Regarding Use of Contract Funds for Lobbying
Form G	Certification of Compliance with Equal Opportunity Clause Requirements
Form H	Escrow Agreement
Form I	Key Personnel Information
Form J	Proposer's Price Allocation Form
Form K	Option Price Form
Form L	Proposal Bond
Form M	Opinion of Counsel
Form N	Payment Bond
Form O	Performance Bond
Form P	Completion Deadlines
Form Q	Additional Requested Elements (AREs) Form
Form R	Additional Design Exceptions Form
Form S	ESB Performance Plan Schedule - Proposal
Form T	Upset Amount Determination Form

## 1.0 Introduction

The Project's Project Delivery Selection Matrix (PDSM) and the Alternative Project Delivery Method Recommendation for Chief Engineer can be found on the project website at <https://www.codot.gov/projects/studies/us160elmorseast>. As a summary, Design-Build was chosen to meet the Project complexity by allowing for innovation of new designs or processes to resolve complex technical issues. Tight grant timelines offer opportunity through Design-Build, which was viewed as the fastest path to obligation of all Project funds and provides a maximized overlap of design, ROW, and construction. Design-Build uses an Upset Amount to control the maximum budget and meet the Project funding available. There is ultimately an opportunity for Design-Build to capitalize on the Project's varied level of design, which will allow proposers to competitively reassess the current design to bring best value.

The Colorado Department of Transportation (CDOT) has issued this Request for Proposals (RFP), dated April 27, 2026 to solicit competitive Proposals for a Design-Build Contractor ("Contractor") to enter into a Contract ("Contract") to design and construct the US160 Elmore's Corner to Dry Creek Design-Build Project (the "Project"). Proposals will only be considered from those Proposers that were notified in writing by CDOT that they were short-listed under CDOT's Request for Qualifications (RFQ) issued on November 3, 2025.

This document constitutes the Instructions to Proposers (ITP) for the RFP. The Proposer shall not rely solely on the limited information contained in this ITP, but instead shall also refer to the appropriate sections of the Request for Proposals Documents (RFP Documents) for specific information and requirements.

General status of the (National Environmental Policy Act) NEPA process can be found in Book 2, Section 6, of the RFP.

### 1.1 Certain Definitions

As used herein, the term "Major Participant" means any of the following entities: all general partners or joint-venture members of the Proposer; all individual(s), person(s), proprietorship(s), partnership(s), limited-liability partnership(s), corporation(s), professional corporation(s), limited-liability company(ies), business association(s), or other legal entity(ies), however organized, holding (directly or indirectly) a 15% or greater interest in the Proposer; any Subcontractor(s) that will perform Work valued at 10% or more of the overall Contract amount; the lead engineering/design firm(s); and each engineering/design Sub-consultant that will perform 20% or more of the design Work.

CDOT will not disqualify any Proposer if a Proposer's Major Participant belongs to more than one Proposer organization for this request, if that Major Participant is nonexclusive and specified as such.

Book 1, Exhibit A, contains the definitions of terms used in the RFP and ITP.

### 1.2 Request for Proposals Documents

The RFP package includes the following documents ("RFP Documents"):

1. Instructions to Proposers
2. Contract Documents
  - i. Book 1 - Design-Build Contract

- ii. Book 2 - Technical Requirements
- iii. Book 3 - Applicable Standards, Data, and Reports
- iv. Book 4 - Contract Drawings
- v. Reference Documents (for information only)

Within each Book of the proposal, there will be additional information (exhibits, attachments, reference files, Excel... etc.) available via Google Drive. Anywhere a Google Drive link is shown, please contact Krisinda Rapiejko, CDOT Design Manager, at [Krisinda.rapiejko@state.co.us](mailto:Krisinda.rapiejko@state.co.us) for access.

A Proposal will also be considered a Contract Document, as set forth in Book 1, Section 1.3.

### 1.3 Project Description

The Project description is set forth in Book 2, Section 1.

### 1.4 Project Funding

The Project will be funded with a combination of State of Colorado (State), Federal, and local funds. Proposers must comply with all applicable Federal, State, and local requirements.

### 1.5 CDOT Project Purpose and Values

CDOT holds values for all of its projects and the Project has a purpose and need that drives its execution. The values should be maintained throughout the Project in decision making. Whereas the Project values are not being used for specific scoring measures, they are incorporated into the Project goals. For this Project, CDOT seeks to improve US 160 for the residents, travelers, and freight users of this important corridor by:

1. Maximizing Safety by reducing vehicular crashes and minimizing conflicts with wildlife.
2. Maximizing travel efficiency and mobility by meeting the future demand for highway capacity.
3. Improving access management along the US 160 Corridor.

#### 1.5.1. Maximize safety by reducing vehicular crashes and minimize conflicts with wildlife

The safety of the final design shall meet or exceed the current American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, CDOT Roadway Design Guide and the requirements set forth in this RFP. In addition, the NEPA Documents identify the need to reduce crashes and conflicts with wildlife by installing the mitigation features. All aspects of Roadway and Roadside safety shall be considered in the preparation of the design and during construction including incident management during construction.

#### 1.5.2. Maximize travel efficiency and mobility by meeting the future demand for highway capacity

US 160 is an important economic corridor that allows mobility for people and freight in Southwestern Colorado. The proposed design shall maximize mobility and travel efficiency by improving Roadway geometrics and increasing capacity.

### **1.5.3. Improving access management along the US 160 Corridor**

There are many existing accesses including residential, business, field, farm, oil and gas, as well as County Roads along US 160. A key element of the Project is to consolidate and improve access. Through implementation of an access management plan throughout the corridor CDOT looks to achieve reduced driver conflicts, improve mobility, improve operational efficiency, and improve safety. The access management plan includes safe acceleration and deceleration for high traffic intersections.

## **1.6 Project Goals**

The Project goals are the basis for evaluation of the Technical Proposal. CDOT has established following goals for the Project:

### **1.6.1. Improve Safety, Mobility and Efficiency:**

CDOT's goal is to construct as much of US 160 as possible within the financial constraints of the Project.

1. Maximize safety, mobility, and travel efficiency improvements for US 160 as much as possible within the financial constraints of the Project.
2. Enhance the corridor by adding:
  - A. or extending passing and climbing lanes,
  - B. improving intersections,
  - C. widening Shoulders,
  - D. upgrading Roadway and Roadside safety elements to current design standards.
3. Decrease the number and severity of crashes.
4. Promote safety for both motorists and wildlife.

### **1.6.2. Minimize Impacts to Highway Users:**

The Project is an important corridor for all highway users including commuters, recreational users and the movement of freight. As such the Contractor is encouraged to develop an approach that will minimize the impacts to the traveling public. This goal includes:

1. Minimize construction impacts to the traveling public.
2. Maintain two lanes of traffic throughout construction in accordance with the Region 5 Lane Closure Strategy.
3. Prioritize continuity of service, efficient traffic management, and clear communication to the traveling public to limit inconvenience including minimizing impacts to the surrounding Roadway network during construction.

### **1.6.3. Maintain Effective Partnerships throughout:**

CDOT is seeking a strong, committed and organized Design-Build team that brings the necessary skills and resources to achieve success for CDOT, the Stakeholders, and the Design-Build team. This strong team shall:

1. Provide effective coordination throughout design and construction.
2. Ensure that CDOT's goals, values, and Technical Criteria are fully integrated into the Work.
3. Develop and foster a trusted partnership with CDOT and encourage collaboration among all team members.
4. Commitment of Key Personnel and leadership to Project success and meeting Project goals.
5. Promote transparent Communication, cooperative relationships, and Project first conflict resolution.
6. Provide superior technical and administrative resources to address all Project challenges.
7. Develop and commit to a highly organized Project Management Plan.
8. Develop an approach to locate and integrate key staff with CDOT, as appropriate, while considering costs and the primary goal of maximizing Project Scope.
9. Provide integration of the design staff throughout construction, as required, to assure design intent is carried forward.
10. Manage design and construction to ensure Project goals, values, and Technical Criteria are upheld, throughout the duration of the Project.
11. Effectively meet Civil Rights requirements, through an integrated and executed plan.

### **1.6.4. Approach to Project Delivery:**

CDOT is seeking a team to provide superior Work starting with design concept development and continuing through construction completion. Develop thoughtful, well-coordinated, efficient design concepts for all aspects of the Work including Roadways, Bridge, Structures, walls, drainage systems, geotechnical design, pavements, signing and striping, wildlife features and all other ancillary parts of the Work.

1. Provide superior Work, starting with design concept development and continuing through construction completion.
2. Develop thoughtful, well-coordinated, efficient design concepts for all aspects of the Work.
3. Deliver the Project on time, within budget, and to the highest quality standards while meeting INFRA Grant milestones and deadlines.
4. Apply innovative and cost-effective design and construction methods and ensure durability and long-term performance of the corridor.

5. Deliver a Project that maintains the aesthetics of the corridor that responsibly manages natural and community resources.
6. Incorporate sustainable design and construction practices that reduce environmental impacts.
7. Develop and maintain a detailed construction schedule that illustrates how the Project will be managed.
8. Provide a detailed approach to meeting the Project budget and minimizing construction change orders.
9. Develop Project Innovations that will maximize the scope on the Project.
10. Develop a Quality Management Plan focused on accountability of the design and construction efforts.
11. Incorporate durability and resiliency into the design and construction of the Project, especially addressing:
  - i. Structures and geotechnical design
  - ii. Drainage and irrigation systems

## 1.7 CDOT Upset Amount

The cost of the Work required for the Basic Configuration of the Project plus the cost of any Additional Requested Element(s) (AREs) included in the Proposal, shall not exceed CDOT's Upset Amount of **\$115,000,000.00**. The Basic Configuration and AREs are defined in Book 2, Section 1. The Proposer shall submit Form T indicating whether the Proposer's Price is less than or equal to the Upset Amount. Form T shall be included in accordance with ITP Section 3, Volume VI.

## 1.8 Additional Requested Elements (AREs)

CDOT has identified AREs that are beneficial to the Project and desires these AREs to be included within the CDOT Upset Amount or a fixed Proposer's Price that is less than the CDOT Upset Amount. Each ARE is described in Book 2, Section 1, and is further discussed in this ITP. If an ARE(s) or portions of the ARE(s) are included in the Proposer's Price, the ARE(s) or portions of the ARE(s) shall be incorporated into the Basic Configuration as described Book 2, Section 1, and shall become Proposer's Basic Configuration. Best Value Determination in regards to AREs is further described in this ITP. ARE(s) shall be presented in accordance with the Proposal process and this ITP.

The Proposer should include as many of the AREs as possible in its Proposal that must be at or below the CDOT Upset Amount or within a fixed Proposer's Price that is less than the CDOT Upset Amount. The AREs included as part of the Proposal shall include a comprehensive narrative of the Work, including commitments and value-added elements to be completed as part of the ARE. The Price to complete the ARE shall be included in Form J, according to Section 3.

If the Proposer's Contract Price for the Basic Configuration is more than the CDOT Upset Amount, AREs shall not be included in the Proposal, unless the Contractor chooses to submit them as an Option.

Exhibits that define the Work for each of the AREs are included in Book 2, Section 1.

## 1.9 Options

AREs including Proposer suggested AREs that the Proposer is unable to include in its Proposal within CDOT's Upset Amount may become an Option. The Proposer may choose to include a Price for each Option with its Proposal on Form K. If an option is included, the Proposer may also submit up to one 8 ½ X 11 for narrative providing approach and commitments and one 11 X 17 for graphic illustration of the option included with Form K, these pages will not be counted towards the page limit. Prior to the dates indicated in Book 1, CDOT shall have the right, but not the obligation, to Accept any one or more of the Options at the Option Price included in the Proposal.

## 1.10 Contract Drawings and Reference Documents

The Contract Drawings included in Book 4 are Contractually binding and are subject to the Contractor's right to a Change Order set forth in the Contract, with respect to Necessary Design Changes. The Proposer has sole responsibility for reviewing the reference design and assessing its adequacy or inadequacy to meet the Contract requirements.

The Contractor is not required to conform to the drawings included in the Reference Documents except to the extent defined by the Basic Configuration description set forth in Book 2, Section 1, and to the extent specifically incorporated in the Contract Documents, although such documents contain design solutions and other information the Proposer may find valuable in meeting the requirements of the Contract Documents.

Regardless of the level of completion or suitability of any portion of the Reference Documents, the Contractor shall be solely responsible for Project design, and CDOT shall have no liability or obligation as a result of design work contained in the Reference Documents. The Proposer is encouraged to develop and present alternate and innovative designs to CDOT through the ACC/ATC Process. The Reference Documents are provided solely for the Proposer's reference and are without representation or warranty by CDOT, unless specifically stated otherwise in Book 1.

## 1.11 Notice to Proceed

CDOT intends to complete the procurement process and execute the Contract within 60 Days after selection. For this Project, CDOT is planning to use a Phased Notice to Proceed (NTP) Approach. It is anticipated there will be 2 milestone NTPs issued, as described in Book 2, Section 2. The anticipated NTPs are NTP1 and NTP2. Each NTP will require a completion of deliverables identified in the Contract.

## 1.12 Proposal Process Schedule

The dates of Proposal process milestones listed in Table 1-1 are subject to modification through amendment to the RFP.

**Table 1-1: Proposal Process Schedule**

Milestone	Date
Issue Draft RFP (Dated April 27, 2026) to Shortlisted teams	April 27, 2026
Session #1 of one-on-one non-confidential Industry Review Phase meetings	May 20-22, 2026
Last Day for Proposer Requests for Information (RFI) on Draft RFP	May 29, 2026
Last Day for CDOT Responses to RFI on Draft RFP	June 5, 2026
Issue Final RFP to Shortlisted Teams	June 16, 2026
Session #1 of one-on-one confidential meetings for ACC and ATC with Proposers (Maximum of 4 hour meeting)	July 7-9, 2026
Session #2 of one-on-one confidential meetings for ACC and ATC	July 28-30, 2026
Final Submittal Due Date for all ACC. 14 Calendar Days after each Proposer's Session #2 of confidential meetings.	August 11-13, 2026
Session #3 of one-on-one confidential meetings for ATC	August 18-20, 2026
Final Submittal Due Date for all ATC. 7 Calendar Days after each Proposer's Session #3 of confidential meetings.	August 25-27, 2026
Final Submittal Due Date for all RFI	August 27, 2026
Last Day for CDOT responses to all outstanding ACC and ATC	September 4, 2026
Last Day for CDOT responses to all outstanding RFI	September 4, 2026
Final Addendum to RFP issued	September 11, 2026
Last Day for Proposer RFIs on the Final Addendum to RFP. Questions limited to Addendum Revisions.	September 18, 2026
Last Day for CDOT Responses to RFI on the Final Addendum.	September 25, 2026

**Request for Proposal**  
**US 160 Elmore's Corner to Dry Creek Design-Build**  
**Project No.: NHPP 1602-157 & FBR 1602-193**  
**Sub Account No.: 20980 - COMBO**  
**Instructions to Proposers**

---

---

Milestone	Date
Proposal Due Date and Time	October 22, 2026 2:00 PM Mountain Standard Time
Selection notification	December 2, 2026
Escrowed Proposal Documents (EPD) due Date	December 16, 2026
Anticipated Design-Build First Notice to Proceed (NTP1)	February 2027

## 2.0 Proposal Process

### 2.1 CDOT Contact

David Valentinelli, PE is the CDOT Project Director. As the Project Director, Mr. Valentinelli is CDOT's sole contact person and addressee for receiving all communications regarding the Project. All inquiries, comments, agendas, and scheduling of meetings regarding the Project shall be sent via the CDOT's Document Management System (DMS) and shall include wording in the "Subject" line that further defines the transmittal beyond the DMS basic information. (As an example, for an agenda, "meeting agenda" would be selected from the classification dropdown, Project information will be automatically denoted, but "Subject" might read [Proposer] Industry Review Agenda for [Date].).

Detailed instructions for submittal of non-Proposal transmittals such as RFIs, ACCs, and ATCs via the DMS is included as Appendix A.

### 2.2 CDOT's Document Management System

CDOT's Document Management System (DMS) for the proposal phase of the Project is the Bentley-based software platform, Deliverables Management. CDOT will set up an individual account with each shortlisted Proposer. At the first one-on-one meeting, if not prior, CDOT will provide each Proposer the required procedures for access to the DMS. Use of DMS will be required for all transmittals, EXCEPT the Proposal, which will be submitted via BidNet

### 2.3 Pre-Proposal Meetings

#### 2.3.1. Meeting Location

Location for all meetings during the Proposal Process shall be in Durango and shall be set at a location where the Proposer chooses to ensure confidentiality of the meetings. This location shall be communicated a minimum of three business Days in advance of the meeting and shall be confirmed with the Project Director.

#### 2.3.2. One-on-One Meetings

CDOT will hold one non-confidential one-on-one meeting for each Proposer during the Industry Review phase and up to three confidential one-on-one meetings with each Proposer during the Final RFP phase. Each meeting shall be no longer than four hours in duration. The Proposer shall provide the proposed agenda and questions for each meeting a minimum of three business Days in advance of the meeting date, along with any requests for attendance by CDOT technical experts relevant in the matters to be discussed.

##### 2.3.2.1 Industry Review Phase

The non-confidential, one-on-one meeting during the Industry Review phase will be held primarily to solicit comments and to request clarifications on the Draft RFP. The Proposer may discuss potential ACCs and ATCs at the meeting, but is cautioned that issues and topics discussed at this time may not be considered proprietary and could be included in the Final RFP.

##### 2.3.2.2 Final RFP Phase

The confidential one-on-one meetings held after the issuance of the Final RFP, will be primarily for the Proposer to present and discuss proprietary and confidential ACCs and ATCs. The Confidentiality of our Proposers is very important to CDOT. Subject to applicable law, CDOT will use reasonable efforts to

maintain confidentiality during the Proposal process. CDOT confidential one-on-one meetings to discuss ACCs/ATCs with each Proposer, if any, are not subject to the Colorado Open Records Act during the procurement period. All discussions with the Proposer regarding ACCs/ATCs will remain confidential until the procurement process is complete.

## 2.4 Alternative Configuration Concepts (ACCs)

CDOT encourages the Proposer to recommend ACCs (Alternatives to the Basic Configuration) as described in Book 2, Section 1. ACCs to the Basic Configuration require Executive Oversight Committee (EOC) Approval; therefore, the Approval process for ACCs described in Sections 2.6 and 2.7 below will require additional coordination time.

As a part of the ACC Approval process, the Proposer shall submit a timeline with deadlines for EOC Approval of the ACC in order to realize the full benefit of the ACC. The Basic Configuration is a Contract requirement, except to the extent that it is superseded by pre-Approved ACCs under this Section.

CDOT will only Approve ACCs that are equal or better in quality or effect than Book 2, Section 1 Contract Basic Configuration (as determined by CDOT in its sole discretion). ACCs that provide less than equal quality and/or effect will not be Approved.

ACCs may be submitted without an Approval letter as part of the Proposal, but any such ACCs will be submitted at the Proposer's risk. Acceptance of the Proposal will not guarantee Approval of the ACCs. The Proposer shall assume all risks associated with the submission.

## 2.5 Alternative Technical Concepts (ATCs)

CDOT also encourages the Proposer to recommend alternatives to the Technical Criteria. Proposer-recommended alternatives to the requirements found in Book 2, Sections 2 through 21, shall be considered ATCs under this Section. However, the following items are not eligible for ATC consideration:

- 1) See Book 2 Section 11 for pavement elements that are not eligible

The Approval process for ATCs is described in Section 2.6 and 2.7 below. The CDOT Project Director will Approve ATCs that are equal or better in quality or effect than the Contract requirements (as determined by CDOT in its sole discretion). ATCs that provide less than equal quality and/or effect will not be Approved.

ATCs may be submitted without an Approval letter as part of the Proposal, but any such ATC(s) will be submitted at the Proposer's risk. Acceptance of the Proposal will not guarantee Approval of the ATC(s). The Proposer shall assume all risks associated with the submission.

## 2.6 Pre-Proposal Submission of ACCs/ATCs

The Proposer shall submit a searchable electronic .PDF file, compatible with Adobe Acrobat, of its desired ACCs/ATCs via CDOT's DMS no later than the date shown in the proposal schedule to David Valentinelli, PE, CDOT Project Director. The submittal shall include the following in the "Subject" line: [Proposer's Name] - ACC (or ATC) No. [ ] - Rev No. [ ]. The attached electronic file name must include 20980- [Proposer's Name] - ACC (or ATC) No. [ ] - Rev No. [ ]. Sequential numbering shall be used by the Proposer for each ACC/ATC submission. The DMS will automatically denote Project information on

**Request for Proposal**  
**US 160 Elmore's Corner to Dry Creek Design-Build**  
**Project No.: NHPP 1602-157 & FBR 1602-193**  
**Sub Account No.: 20980 - COMBO**  
**Instructions to Proposers**

---

the transmittal, whereas the Proposer will select the classification, ACC or ATC. The words “CONFIDENTIAL - PROPRIETARY INFORMATION” shall be clearly marked on the documents.

Each ACC/ATC submission shall include:

1. Identification: a sequential ACC/ATC number.
2. Description: a description and conceptual drawings (if applicable) of the ACC/ATC or other appropriate descriptive information.
3. Usage: an explanation of where and how the Proposer would use the ACC/ATC on the Project.
4. Deviations: references to the RFP requirements with which the ACC/ATC is recommended as an alternative, with specific revisions shown to the related text of the Contract Documents, and a request for Approval of such alternative.
5. Analysis: an analysis justifying the Proposer's use of the ACC/ATC and describing how it provides equal or better quality or effect.
6. Impacts: a preliminary analysis of potential environmental impacts/clearances (including National Environmental Policy Act [NEPA] reevaluations), community impacts (including additional public involvement), safety impacts, and maintenance and operational impacts and lifecycle cost that the Proposer would be required to complete as part of the ACC/ATC.
7. Cost and Benefit Analysis: a detailed breakdown of any savings that would accrue to CDOT as a result of the ACC/ATC or a statement to the effect that there are no such cost savings. If a savings is realized, state where the savings will be applied to maximize Project scope and if it reduces the Proposer's Contract Price.
8. Schedule Impacts: an estimate of any impact to the schedule necessary to design and construct the Project resulting from implementing the ACC/ATC, as well as a schedule graphically showing the ACC/ATC impact or a statement to the effect that there are no impacts.
9. Risks: a description of any additional risks to CDOT or third parties associated with implementation of the ACC/ATC.
10. Quality: a description of how the ACC/ATC, in terms of quality and performance, is equal to or better than the RFP requirements.
11. Right-of-Way: a description, estimated cost, and procurement schedule of any additional right-of-way required to implement the ACC/ATC as part of the Work.
12. Past Use: Identification of other projects on which the ACC/ATC (or a substantially similar approach) has been implemented, regardless of the results, and the relevance of such experience.
13. Any other information required by CDOT.

In the event that implementation of an ACC/ATC will require Governmental or Environmental Approvals/clearances and or Permits, the Proposer shall provide a list of these required

Approvals/clearances and or Permits. The Proposer shall have full responsibility for obtaining any such Approvals/clearances and or Permits.

If any required Approval/clearance is not subsequently granted, with the result that the Proposer must change its approach to meet the original requirements of the Contract Documents, the Proposer shall not be eligible for a Change Order that increases the Contract Price or extends the Completion Deadlines.

## **2.7 CDOT's Review of Alternative Configuration/Technical Concepts (ACC/ATC)**

CDOT intends to review the ACCs/ATCs and provide verbal comments, as determined at CDOT's sole discretion, to each Proposer during one-on-one meetings during the Final RFP phase in advance of Proposal submission. Verbal comments shall not be considered Approval or not approving the proposed ACC/ATC.

The Proposer may submit ACCs/ATCs for CDOT's written response any time after the Draft RFP release within the limits of the proposal process schedule outlined in Table 1-1. Any ideas submitted prior to final RFP may not be considered proprietary and could be included in the Final RFP. CDOT will use reasonable efforts to provide the Proposer a written response within 14 Days.

CDOT's written response to submitted ACCs/ATCs will be limited to one of the following statements:

1. The ACC/ATC is Approved
2. The ACC/ATC is not Approved
3. The ACC/ATC is Approved with Conditions. CDOT will identify any Conditions which must be met in order to Approve the ACC/ATC
4. CDOT may provide comments on ACCs/ATCs to enable the Proposer to revise and resubmit the ACCs/ATCs for additional consideration. CDOT does not commit to Approving any ATC if the comments are addressed. However, if the Proposer requires additional clarification regarding necessary changes, the Proposer may provide a written confidential Request for Clarification to CDOT.

The Proposer may incorporate zero, one, or more Approved ACCs/ATCs as part of its Proposal. Copies of CDOT's ACC/ATC Approval letters for each incorporated ACC/ATC shall be included in the Proposal. If CDOT responded to an ACC/ATC by stating that certain Conditions must be met for Approval, the Proposer may incorporate such ACC/ATC with the Conditions into its Proposal at its risk. If the Proposer incorporates an ACC/ATC with Conditions into its Proposal, the Proposer shall be responsible to comply with such ACC/ATC Conditions if Awarded the Contract. If a Proposer chooses to include additional ACCs/ATCs that CDOT has not yet reviewed, the Proposer does so at its risk. The ACCs/ATCs submitted are not inherently approved and CDOT reserves the right to Approve or reject those ACCs/ATCs at its discretion.

Except for incorporating ACCs/ATCs, approved or at risk, in accordance with these and other Contract Document Requirements, the Proposal may not otherwise contain exceptions to, or deviations from, the requirements of the RFP.

## 3.0 Proposal Structure, Requirements, Format, and Submission

### 3.1 Proposal Structure

The Proposal shall contain the volumes listed below and shall respond fully to all applicable requirements of the RFP. All Volumes are to be submitted via BidNet.

- Volume I Executive Summary
- Volume II Proposer Information, Forms, and Certifications
- Volume III Technical Proposal
- Volume IV Project Plans, AREs, ACCs, ATCs, Schedule, and Draft Civil Rights Plan
- Volume V Price Proposal (Form J)
- Volume VI Upset Amount Determination (Form T)
- Volume VII Options Proposal (Form K and supplemental pages one 8 ½ X 11 and one 11 X 17) (Submittal Optional)

The Proposal shall be submitted via BidNet.

Unless stated otherwise, all Proposal forms included as part of this ITP shall be completed by the Proposer and submitted with Volume II.

The maximum file size is 500 MB

### 3.2 Proposal Requirements

The contents of each Volume of the proposal is summarized below in the following sections.

#### 3.2.1. Volume I - Executive Summary

The Proposer shall submit via BidNet an Executive Summary limited to no more than 10 pages, inclusive of text, photographs, and/or renderings. Up to a maximum of 3 of the 10 pages in the Executive Summary may be 11 x 17 pages. Each 11 x 17 page shall be counted as one page.

The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal and financial requirements of the Contract. In addition to meeting the requirements of the contract, the Proposer is encouraged to highlight in the Executive Summary those items that, in the opinion of the Proposer, represent added value by exceeding the RFP requirements and Project goals and will distinguish its Proposal from those of other Proposers.

The Executive Summary shall include a comprehensive summary of pertinent information from each Volume of the Proposal, as follows:

1. Proposal Overview Statement:  
A summary of the Proposal's organization and contents, including a table of contents of the Proposal with page numbers identified.
2. Proposer Information and Certifications:

A summary of the legal structure of the Proposer, agreements among the Proposer team members, and any legal commitments to the Project.

3. Technical Proposal:

A summary of the Proposer's Technical Proposal, including a brief discussion of the benefits associated with implementing any ACCs, ATCs, and AREs that the Proposer has incorporated in the Technical Proposal.

The Executive Summary shall be suitable for presentation to, and for review by, the Executive Oversight Committee and other Project Stakeholders. The Executive Summary may be released to the media after Award of the Contract. Therefore, sensitive or confidential information that may be misused, misconstrued, or misrepresented shall not be included or discussed in the Executive Summary.

The Proposer shall be required to submit a redacted version (removing any proprietary information) of Volume I within 10 Days following the deadline of the Proposal.

### **3.2.2. Volume II - Proposer Information, Forms and Certifications**

The Proposer shall submit the required information indicated in the following sections for Volume II via BidNet.

#### **3.2.2.1 Proposal Letter**

The Proposer shall submit a Proposal letter using Form A.

#### **3.2.2.2 Information about Proposer Organization**

The Proposer shall include Form B for the Proposer and for each Major Participant, with modifications as appropriate for each Major Participant.

If the Proposer plans to form a joint venture (JV) or a special purpose vehicle (SPV), the Proposer shall submit the JV or SPV agreement. If the agreement is not yet complete, the Proposer shall describe the intent of the agreement and submit a copy of the agreement to CDOT after selection.

The Proposer shall describe any changes in the Proposer's organization since the Statement of Qualifications (SOQ) submittals, including Key Personnel or Major Participants (see additional information below), and shall include Form I and submit a copy of CDOT's Approval letter for each such change.

#### **3.2.2.3 Non-Collusion Affidavit**

The Proposer shall submit Form C certifying the Proposal is not the result of, and has not been influenced by, collusion.

#### **3.2.2.4 Buy America Build America Certifications**

The Proposer shall submit Form D.

#### **3.2.2.5 Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Form E shall be completed by the Proposer and Major Participants and shall be submitted with the Proposal.

Form E, with respect to Subcontractors and others than the Proposer and Major Participants, may be submitted up to 10 Days after the Proposal Due Date or after the subcontract has been executed.

### **3.2.2.6 Use of Contract Funds for Lobbying**

The Proposer shall submit Form F regarding use of Contract funds for lobbying.

### **3.2.2.7 Equal Employment Opportunity**

Form G shall be completed by the Proposer and Major Participants and shall be submitted with the Proposal.

Form G, with respect to Subcontractors and others besides the Proposer and Major Participants, may be submitted up to 10 Days after the Proposal Due Date or after the Subcontract has been executed.

### **3.2.2.8 Authorization Documents**

#### **3.2.2.8.1 Organizational Documents**

The Proposer shall provide a copy of the articles of incorporation and bylaws of the joint venture agreement, partnership agreement, limited liability company operating agreement, or equivalent organizational documents for the Proposer and each Major Participant upon future written request by CDOT. The documents shall be consistent with the responsibilities to be undertaken by the Proposer and Major Participants under the Contract.

#### **3.2.2.8.2 Evidence of Good Standing and Qualification to do Business**

If the Proposer is a corporation or limited liability company, the Proposer shall provide evidence that the Proposer is in good standing in the state of its incorporation/organization and of current qualification to do business in the State of Colorado. If the Proposer is a joint venture or partnership, the Proposer shall provide the foregoing evidence for each member of the joint venture or each general partner.

#### **3.2.2.8.3 Authorization to Bind the Proposer**

If the Proposer is a partnership, joint venture or limited liability company, of the governing bodies of the Proposer's general partners, joint venture partners, or members shall provide evidence in the form of a certified resolution of its governing body, evidencing the capacity of the person(s) signing the Proposal to bind the Proposer should CDOT elect to accept it.

The Proposer shall also provide appropriate evidence regarding the authority of any designated individual(s) to sign the certificates required by this RFP on behalf of the Proposer, joint venture, or limited liability company. Such authorization may take the form of a certified copy of corporate or other resolution(s) authorizing the same.

#### **3.2.2.8.4 Authorization to Negotiate**

The Proposer shall provide appropriate evidence regarding authorization of one or more individuals to participate in the negotiation process if necessary and make binding commitments to CDOT in connection with this RFP. Such authorization may take the form of a certified copy of corporate or other resolution(s) authorizing the same.

#### **3.2.2.8.5 Joint and Several Liability**

If the Proposer is a joint venture, partnership, or limited liability company, the Proposer shall provide a letter from each partner or member of the joint venture or limited liability company stating that the respective partner or member of the joint venture or limited liability company agrees to be held jointly and severally liable for any and all duties and obligations of the Proposer under the Proposal and under any Contract or other agreement arising there from.

#### **3.2.2.9 Escrow Agreement**

The winning Proposer shall deliver with its Proposal three signed originals of the Escrow Agreement on Form H. The Proposer shall also deliver the Escrowed Proposal Documents (EPD) per Form H, and as specified in the Escrow Agreement, by the date as identified in Table 1-1 Proposal Process Schedule. The winning Proposer will be required to submit their EPDs two weeks after notice of selection.

#### **3.2.2.10 Proposal Bond**

The Proposer shall submit a Proposal Bond in the sum and in the form set forth in Form L. The Proposal Bond shall be issued by a fully qualified surety company meeting the requirements set forth in Book 1.

#### **3.2.2.11 Additional Requested Elements (AREs)**

The Proposer shall submit a Form Q showing any AREs that are included in Project within the Upset Amount.

### **3.2.3. Volume III - Technical Proposal**

The Proposer shall submit via BidNnet Volume III - Technical Proposal. The Technical Proposal shall not exceed 50 pages. Both 8.5 x 11 pages and 11 x 17 pages are considered to be 1 page. A maximum of 10 11 x 17 pages may be included in Volume III. Although 11 x 17 pages are allowed, it is highly encouraged to utilize the 11 x 17 pages only to present graphics, tables and other information that cannot be easily presented in narrative format on 8.5 x 11 page. Forms, dividers and table of contents are not included in the 50-page limit. If there are design exceptions and/or ARE(s) included in the Proposal, the Proposer shall complete Form R and include in Volume III under a separate divider. Form R is excluded from the page count.

The Technical Proposal submission requirements, points available, and evaluation criteria are outlined in detail in Section 4.0.

The Proposer shall be required to submit a redacted version (removing any proprietary information) of Volume III within 10 Days following the deadline of the Proposal

### **3.2.4. Volume IV - Project Plans, Additional Requested Elements, Alternative Configuration Concepts, Alternative Technical Concepts, and Schedule**

The Proposer shall submit via BidNet, Volume IV - Project plans and or roll plots, ARE(s), ACC(s), ATC(s) and Schedule. The information included in Volume IV is considered supporting documentation for Volume III Technical Proposal and will be utilized in the evaluation and scoring of Volume III. There is no page limit for Volume IV and it is excluded from the Volume III, 50-page limit. See Section 3.3 and Section 5 for additional details.

The Proposer shall be required to submit a redacted version (removing any proprietary information) of Volume IV within 10 Days following the deadline of the Proposal

### **3.2.4.1 Basic Configuration Project Plans and Roll Plots**

Project plans and or roll plots for the Basic Configuration shall be prepared and submitted in accordance with Section 5. Roll plot format can be utilized for the Roadway components while the Structures components of the Project shall be Project plans in accordance with Section 5.

### **3.2.4.2 Additional Requested Elements**

ARE(s) that the Proposer includes in its submission shall include Project plans and or roll plots that are included in Proposal Volume IV. AREs or portions of AREs that are incorporated into the Project shall redefine the Project Basic Configuration included in Book 2, Section 1, and will become the Proposer's Basic Configuration. These plans shall be prepared and submitted in accordance with Section 5, Volume IV.

### **3.2.4.3 Approved Alternative Configuration Concepts**

ACC(s), if incorporated into the Proposal, shall be included with Proposal Volume IV. The Proposer shall provide CDOT's ACC Approval letters for each Approved ACC in the Proposal, as well as the complete submittal information that was the basis for CDOT's responses to the ACCs. ACC(s) that are incorporated into the Project shall redefine the Project Basic Configuration included in Book 2, Section 1, and will become the Proposers Basic Configuration. If the ACC(s) requires Project plans, they shall be included in Proposal Volume IV. These plans shall be prepared and submitted in accordance with Section 5, Volume IV.

### **3.2.4.4 Approved Alternative Technical Concepts**

ATC(s), if incorporated into the Proposal, shall be included with Proposal Volume IV. The Proposer shall provide CDOT's ATC Approval letters for each Approved ATC in the Proposal, as well as the complete submittal information that was the basis for CDOT responses to the ATCs. ATC(s) that are incorporated into the Project shall redefine the Basic Configuration included in Book 2, Section 1, and will become the Proposers Basic Configuration. If the ATC requires Project plans and/or roll plots they shall be included in Proposal Volume IV. These plans shall be prepared and submitted in accordance with Section 5, Volume IV.

### **3.2.4.5 At-Risk Alternative Configuration Concept/Alternative Technical Concepts**

Any ACC(s)/ATC(s) submitted without an Approval letter as part of the Proposal will be submitted at the Proposer's risk and shall be included with Proposal Volume IV. Acceptance of the Proposal will not guarantee Approval of the ACC/ATC. The Proposer shall assume all risks associated with the submission.

### **3.2.4.6 Schedule**

The Proposer shall include a proposed Project schedule for evaluation which shall be included with Proposal Volume IV. This schedule shall be developed in accordance with the requirements set forth in this ITP and Book 2, Section 2. Note the schedule for this Project is a completion date contract; calendar and working days are not relevant. The schedule shall be prepared and submitted in accordance with Section 5, Volume IV.

### **3.2.4.7 ESB Performance Plan Schedule and Good Faith Efforts (GFE)**

The Proposer shall submit certain components of the ESB Performance Plan in their proposal the requirements are set forth in Section 4.5.4.

### **3.2.5. Volume V - Price Proposal**

The Proposer shall submit via BidNet, Volume V - Price Proposal. The Price Proposal shall be marked as confidential-proprietary information.

#### **3.2.5.1 Price Information**

The Proposer shall indicate a breakdown of the pricing as indicated on Form J. The Proposer is advised that the Work on Form J must encompass all of the Work, including all AREs included in the Proposal, although the WBS descriptions may not specifically identify each element of the Work.

The Proposer shall include a breakout on Form J of the elements included.

The Proposer may revise Form J to:

1. Add WBS Activities.
2. Specifically identify each ARE or portions of AREs included in the Proposal.
3. Include Approved ACCs/ATCs, and ACCs/ATCs with Conditions included in the Proposal.

The Proposer is encouraged to add revisions/elements to Form J as required to clearly identify the cost of the Work. The Proposer shall provide a comment on Form J or attach an explanation describing the reasons for each revision. Except as provided in this paragraph, the Proposer shall not revise Form J.

### **3.2.6. Volume VI - Upset Amount Determination**

The Proposer shall indicate on Form T whether or not the Proposer's Price shown on Form J is less than or equal to the Upset Amount defined in Section 1.7. If the Proposer's Price is over the Upset Amount, it will be declared non-responsive.

### **3.2.7. Volume VII - Options Proposal**

Submittal of Volume VII is optional. The Proposer may include Form K and one 8 ½ X 11 and one 11 X 17 to include AREs as an option in the event AREs cannot be included under the Upset Amount.

## **3.3 Proposal Format**

The Proposer shall adhere to the format and page count by presenting information as clearly and concisely as possible. Documentation that is difficult to read may be deemed non-responsive. Justification shall be provided for any significant deviation from these guidelines.

The format is provided to promote uniformity in the responses to the RFP and to facilitate the evaluation process.

1. Text:

Text shall be in English in a standard font, a minimum of 12-point type in height, single-spaced. Trebuchet MS is encouraged but not required. A minimum font of 10-point type in height shall only be used for tables, figures, drawings, and graphics.

2. Accessibility: The following documents shall meet Section 508 Compliance:

A. Volume I Executive Summary

- i. All other volumes are not required to meet Section 508

3. Pages and Page Numbering:

For purposes of this Proposal, "page" shall mean one side of an 8.5 x 11 page, or one side of an 11 x 17 page. Volume I and Volume III have specific requirements for the page size and page limits as set forth in Sections 3.2.1 and 3.2.3. Volume IV has specific page size requirements for plan drawings, roll plots, and schedule plots as noted below. Volume IV documents will be scored in accordance with the Project scoring criteria.

Plan drawings and roll plots will be required in accordance with Section 5 of this ITP.

Schedule plots included in Volume IV shall be on 11 x 17 pages and included in Volume IV with a separate tab.

Pages must be numbered in each volume consecutively (i.e., Volume I-1, Volume I-2, Volume II-1, Volume II-2, etc.). Page numbers shall be centered at the bottom of each page.

4. Proprietary Information, Trade Secrets or Confidential Information:

Pages containing materials with proprietary, trade secrets, or confidential information should be clearly marked as confidential - proprietary information. In addition, the covers of any volumes containing any proprietary, trade secrets, or confidential information shall be marked accordingly.

5. Reproduction and Printing:

The information presented in the electronic Proposal submission shall be easily printed by common printers.

### 3.4 Proposal Submission

The Proposal, as defined, must be received by CDOT by the Proposal Due Date and time provided in Table 1-1. The entire Proposal shall be delivered electronically via BidNet. The Proposer shall provide 1 complete searchable, bookmarked .PDF of each Volume I thru VII. Each Volume I through VII shall be a separate PDF file (Volume VII is optional). The page numbering shall conform to the requirements above.

It is the Proposer's sole responsibility to see that its Proposal is received as required. Proposals received after the Proposal Due Date and time will be rejected without consideration or evaluation.

Each Proposal shall:

1. Identity of the Proposer
2. Include the following: "US 160 Elmore's Corner to Dry Creek Design-Build Project No HHPP 1602-157 & FBR 1602-193; Sub Account 20980 - COMBO." The Proposer may choose to identify information that is considered Confidential and Proprietary. If so, it shall be identified with the following words "CONFIDENTIAL - PROPRIETARY INFORMATION". The Proposers are encouraged to review CDOT Policy Directive 508.2, CDOT's Open Records Act Procedure for Engineering Contracts for additional information.

3. Proposal submissions shall be addressed as follows:

David Valentinelli, PE, CDOT Project Director  
Colorado Department of Transportation - Region 5  
3803 North Main Avenue  
Durango, Colorado 81301

## 4.0 Volume III - Technical Proposal Requirements, Points Available, and Evaluation Criteria

This Section 4 contains specific requirements for each part of Volume III - Technical Proposal, including maximum points available, contents, and evaluation criteria. Only Volume III will be evaluated with the use of supporting documents included in Volume IV. The five sections of the Technical Proposal correspond to the five Project goals presented in Section 1.7.

### 4.1 Volume III, Section 1: Basic Configuration:

The Proposer's technical approach to the basic configuration.

#### 4.1.1. Submittal Requirements for Basic Configuration

Provide a narrative that describes the Basic Configuration elements. The narrative shall include discussion of key design elements at a conceptual level. Within the narrative the Proposer shall include a statement that they have met all of the requirements included in the RFP. Including but not limited to: horizontal and vertical geometry, intersections, pavements, earthwork/cut slopes, Structures, storm sewers, Bridge Structures, retaining walls, environmental mitigation, wildlife features, wildlife underpasses, and small mammal crossings.

1. Provide approach and commitments on how the Proposer's design meets or exceeds the Project Goals, while meeting or exceeding the Technical Criteria. CDOT will review the proposed Basic Configuration based on benefits that at a minimum include:
  - A. Horizontal and vertical geometry.
  - B. Typical section.
  - C. Structural.
  - D. Irrigation.
  - E. Pavement.
  - F. All access points
  - G. Benefits to CDOT for any preapproved ACCs/ATCs included with the Proposal for the Basic Configuration.
2. Value-added items that improve wildlife mitigation, traffic operations/safety, and access management.
3. Benefits to CDOT resulting from any Approved (with or without Conditions) ACCs/ATCs included in the Basic Configuration.

#### 4.1.1.2 The Basic Configuration Evaluation Criteria

The Basic Configuration will not be scored independently but will be scored on how it meets each individual Project goal.

The presentation of the Project plans and or roll plots will be scored for quality based on Section 4.5 Approach to Project Delivery, and on how the Proposer meets the the requirements of Section 5 Project Plans and Roll Plots.

#### **4.1.1.3 Submittal Requirements for all desired improvements to the Basic Configuration.**

Provide approach and commitments for each improvement that is incorporated into the Basic Configuration. The narrative for each improvement shall be integrated and incorporated within the writing for each Volume III and Section.

### **4.2 Additional Requested Elements:**

Additionally requested elements could include the following but are not limited to:

- 4.2.1. Improve typical section for Elmore's section**
- 4.2.2. Provide additional length of passing lanes for Valley section**
- 4.2.3. Improve typical section for Valley section**
- 4.2.4. Incorporate smart Work zones**

#### **4.2.4.1 Evaluation criteria for incorporated Additional Requested Elements**

Provide approach and commitments for each Additional Requested Element that will be incorporated into the Project. The Proposer should add specific approach and commitment language and how each ARE(s) will enhance the Project goals. The Proposer shall integrate their approach and commitments for each ARE included and how it enhances each Project goal in Section 2 through Section 5 described in Section 4.3 through Section 4.6.

Each included ARE will be evaluated based the context of how it enhances the Project goals and will not be awarded individual points per each ARE included in the Project.

### **4.3 Volume III, Section 2: Improve Safety, Mobility and Efficiency:**

#### **4.3.1. Submittal Requirements: Improve Safety, Mobility and Efficiency**

Provide an approach and narrative describing the Proposer's approach to meet the Project goal and how the approach will solve the Project Purpose and Need. Specifically, how will the design and construction address the following:

1. Correct Operational and Safety Issues

The Proposer's attention is directed towards CDOT Crash Data that can be found at the following link. <https://www.codot.gov/safety/traffic-safety/data-analysis/crash-data>. The Contractor is encouraged to review this information for the crash history in the corridor and suggest improvements to the Basic Configuration that will facilitate the correction of operational and safety issues.

2. Utilizing CDOT's 2023 Roadway Design Manual Performance Based Practical Design approach to maximize safety.
3. How the Project will improve capacity and efficiency.

4. How the Project will reduce wildlife vehicle collisions.
5. How the Project will address safety concerns at the US 160 La Plata and CR 225 intersection.
6. How the Proposer will address the Project Purpose and Need while driving innovation.
7. Approach and commitments for ARE's included in the Project.

**4.3.2. Maximum Points Available: Improve Safety, Mobility and Efficiency**

Improve Safety, Mobility and Efficiency	Points
Improve Safety Mobility and Efficiency	40
<b>Section 2: Maximum Points</b>	<b>40</b>

**4.3.3. Evaluation Criteria: Improve Safety, Mobility and Efficiency**

This goal will be evaluated on how the Proposer's design will meet and/or exceed the goal of Improved Safety, Mobility and Efficiency throughout the Project. CDOT will take into consideration if any AREs are incorporated into the Project.

1. What improvements are made to improve capacity and efficiency.
2. What improvements are implemented to reduce wildlife vehicle collisions.
3. What improvements are implemented at the US 160 and La Plata CR 225 intersection.
4. What innovations are implemented to improve safety, mobility and efficiency while maximizing scope.
5. What AREs are included

**4.4 Volume III, Section 3: Minimize Impacts to Highway Users:**

**4.4.1. Submittal Requirements: Minimize Impacts to Highway Users**

Provide an approach and narrative describing how the Proposer will minimize the impacts to all highway users including commuter traffic, freight, and recreational users. The approach to minimizing impacts to highway users shall, at a minimum, identify the following:

1. Approach and commitments to minimizing impacts to the traveling public. This approach should specifically identify how the Project will be constructed within the Technical Criteria and the 2019 Region 5 Lane Closure Strategy.
  - A. Discuss approach to any requesting variances.
2. Approach and commitment to maintaining 2 lanes of traffic throughout construction, specifically addressing construction of the large wildlife underpasses, the Florida River Bridge,

the small mammal crossings and minimizing impacts to County Roads. The Proposer is encouraged to supplement the writing with graphics, schematics etc. to illustrate construction traffic phasing.

3. Approach and commitments for managing traffic while minimizing impacts to all irrigation facilities along the corridor.
4. Approach and commitment to transporting earthwork resulting in less impacts to the traveling public.
5. Approach and commitment to maintain business, property owner, and private property access.
6. Approach for accessing the Site including construction access points and haul Roads.
7. Identify the means and methods for minimizing the construction footprint and environmental impacts for accessing the Florida River Bridge which is located within environmentally sensitive areas.
8. Approach and Commitment to incident management and maintaining access for first responders.
9. Approach and Commitment for AREs included in the Project

**4.4.2. Maximum Points Available: Minimize Impacts to Highway Users**

Minimize Impacts to Highway Users	Points
Minimize Impacts to Highway Users	15
<b>Section 3: Maximum Points</b>	<b>15</b>

**4.4.3. Evaluation Criteria: Minimize Impacts to Highway Users**

Minimizing Impacts to Highway Users will be evaluated based upon the Proposer's ability to meet or exceed the Project goals. CDOT will evaluate the approach to Minimizing Impacts to Highway Users on the benefits of the plan including:

1. Approach and commitments to minimizing impacts to the traveling public. This approach should specifically identify how the Project will be constructed within the Technical Criteria and the 2019 Region 5 Lane Closure Strategy.
  - A. Discuss approach to requesting variances.
2. How 2 lanes of traffic will be maintained throughout construction specifically addressing construction of the large mammal underpasses, the Florida River Bridge, the small mammal crossings and minimizing impacts to limited County Roads. The Proposer is encouraged to supplement the writing with graphics, schematics etc. to illustrate construction traffic phasing.
3. How impacts to all irrigation facilities along the corridor have been minimized.

4. How transporting earthwork will result in less impacts to the traveling public.
5. How business, property owner, and private property access will be maintained.
6. How Site access to construction access points and haul Roads will be minimized and maintained.
7. How the construction footprint and environmental impacts for accessing the Florida River Bridge will be minimized.
8. How coordination and approach to maintaining access for first responders will be accomplished.

#### **4.5 Volume III, Section 4: Maintain Effective Partnerships Throughout:**

##### **4.5.1. Section 3.1. Submittal Requirements:**

Provide a narrative that describes an approach and commitments for developing and maintaining effective partnerships throughout the Project.

The narrative shall include the following:

1. Provide Project approach. The expectations of this approach will be the basis for developing the Project Management Plan required prior to NTP1 as required in Book 2, Section 2.
  - A. Provide detailed organization chart. This may be an 11 x 17 page, and will count toward the 50-page limit.
  - B. Approach and commitments on how the design and construction staff will develop and foster a trusted partnership with CDOT and all Stakeholders.
  - C. Approach and commitments of the Proposer's co-location/communication plan identifying the on Site schedule of Key Personnel and specifically address how communication, collaboration and partnering (including conflict resolution) will be fostered. The plan should also address how the Project will be executed to ensure the staff responsibilities can be upheld while guaranteeing the successful execution of the Project goals and the Technical Criteria.
  - D. Indicate any changes to Key Personnel from the RFQ on Form I and include the CDOT Approval letter as required in Section 3.2.2.2 (Form I and the CDOT Approval letter does not count toward the 50-page limit).
  - E. The ability of the Proposer's organization to provide appropriately qualified personnel at all functional levels of authority and responsibility to execute the management of the design and construction for the Project.

**4.5.2. Maximum Points Available: Maintain Effective Partnerships Throughout**

Maintain Effective Partnerships Throughout	Points
Maintain Effective Partnerships Throughout	13
ESB Performance Plan Schedule and Good Faith Efforts (criteria in Section 4.5.4)	2
<b>Section 4: Maximum Points</b>	<b>15</b>

**4.5.3. Evaluation Criteria: Maintain Effective Partnerships Throughout**

1. Approach and commitments for Proposer’s organizational plan to facilitate communication and coordination within the internal Contractor team, the CDOT team, and Third Parties.
2. Approach and commitments for the Proposer’s management philosophy and Project first approach to resolving disagreements at their lowest level of authority, managing conflicts, and avoiding disputes with CDOT as it relates to the Project.
3. Provide superior Work, starting with design concept development and continuing through construction completion.
4. Develop thoughtful, well-coordinated, efficient design concepts for all aspects of the Work.
5. Deliver the Project on-time, within budget, and to the highest quality standards while meeting the INFRA Grant milestones and deadlines.
6. Apply innovative and cost-effective design and construction methods and ensure durability and long-term performance of the corridor.
7. Minimize and mitigate environmental impacts of construction Activities.
8. Develop and maintain a detailed construction schedule that illustrates how the Project will be managed.
9. Provide a detailed approach to meeting the Project budget and minimizing construction change orders.
10. Develop Project innovations that will maximize the scope on the Project.
11. Develop a Quality Management Plan focused on accountability of the design and construction efforts.
12. Incorporate durability into the design and construction of the Project, especially addressing:
  - A. Structures and geotechnical design
  - B. Drainage systems

#### **4.5.4. Submittal Requirements: ESB Performance Plan Schedule - Proposal and Good Faith Efforts (GFE)**

The Proposer shall submit certain components of the ESB Performance Plan Schedule to include:

1. A schedule of the Proposer's plan for achievement of the ESB Contract Goal to include the Contractor's ESB Participation Target and further detailed by scope of Work and corresponding dollar amount allocated to each Calendar year, based on when the Work is anticipated to be performed by ESB firms, sufficient to meet the ESB Contract Goal. The minimum requirements are included in the ESB Performance Plan Schedule - Proposal, Form S.
2. A narrative describing how the ESB Performance Plan Schedule - Proposal was formulated and the Good Faith Efforts (GFE) that the Proposer will use to obtain adequate ESB participation to meet the ESB Contract Goal and achieve the ESB Performance Plan Schedule - Proposal. After Project Award, the ESB Performance Plan Schedule, Attachment 3E, shall be submitted for Acceptance by CDOT prior to NTP1.

This ESB Performance Plan Schedule - Proposal shall be developed in accordance with the requirements set forth in this ITP and Good Faith Efforts shall be developed in accordance with the requirements set forth in Book 2, Section 3.

#### **4.5.5. Evaluation Criteria: ESB Performance Plan Schedule and Good Faith Efforts**

The ESB Performance Plan Schedule - Proposal and Good Faith Efforts will be evaluated to determine the Proposer's commitment and proposed achievement to meet the ESB Contract Goal based on the following criteria.

1. For the ESB Performance Plan Schedule - Proposal, the evaluation will consider:
  - A. The reasonableness of the proposed ESB scopes of Work and the timing of Work delivery.
  - B. The creativity of the proposed scopes of Work that may include and methods used to package or unbundle Work to create ESB opportunities.
  - C. The effectiveness of the proposed approach to delivering ESB opportunities, as demonstrated by the ability to meet the ESB Contract Goal.
  - D. The extent to which ESB participation is reasonably distributed across multiple scopes of Work and phased throughout the duration of the Project, demonstrating a balanced and sustainable approach to achieving the ESB Contract Goal over the life of the Project.
2. For Good Faith Efforts (GFE), the evaluation will consider:
  - A. The nature of the GFE to include the types of actions to be taken, including methods used to identify ESB firms; outreach and solicitation techniques (such as direct contact, follow-up communications, meetings, advertising, and industry participation); whether efforts will be proactive or passive; and the timing of outreach, including whether efforts will occur early or only after initial attempts are unsuccessful.
  - B. The scope of the GFE to include the extent, reach, and depth of the efforts, including the number of ESB firms to be contacted; the extent to which efforts will be tailored to the

Project and its scopes of Work; the geographic area covered by outreach efforts; and whether multiple participation opportunities will be pursued rather than a single or limited effort.

- C. The creativity and problem-solving techniques to include revising outreach strategies when initial efforts are unsuccessful; identifying alternate ESB firms or scopes of Work if participation changes; adjusting the timing or packaging of Work to reflect Project or market conditions. Additional efforts may include providing technical assistance related to bonding, insurance, scheduling, or other Project requirements, provided such assistance does not reduce Contract standards.
- D. The documentation and tracking methods used to demonstrate implementation of GFE, including outreach logs and details of communications; documentation of reasons for ESB selection and non-selection; and tracking tools or dashboards used to monitor participation and identify gaps between outreach efforts, scopes of Work, and Project schedules.

## **4.6 Volume III, Section 5: Approach to Project Delivery:**

### **4.6.1. Submittal Requirements: Approach to Project Delivery**

Provide a narrative that describes the Proposer's approach and commitments to Project Delivery.

1. Approach and commitments on how the Proposer will provide superior Work, starting with design concept development and continuing through construction completion.
2. Approach and commitment on how the Proposer will develop thoughtful, well-coordinated, efficient design concepts for all aspects of the Work.
3. Approach and commitments on how the Proposer will deliver the Project on time, within budget, and to the highest quality standards while meeting INFRA Grant milestones and deadlines.
4. Approach and commitments on how the Proposer will provide innovative and cost-effective design and construction methods and ensure durability and long-term performance of the corridor.
5. Approach and commitments to minimize meet environmental requirements.
6. Approach and commitments to minimize and mitigate environmental impacts of construction Activities.
7. Approach and commitments to provide a detailed approach to meeting the Project budget and minimizing construction change orders.
8. Approach and commitments for Project Innovations that will maximize the scope on the Project.
9. Approach and commitments for a Quality Management Plan focused on accountability of the design and construction efforts.
10. Approach and commitments for incorporating durability.

**Project Schedule:** As part of Approach to Project Delivery the Proposer shall develop a Project schedule illustrating the critical path, milestone dates, additional key dates, and Activity durations to demonstrate how the Project will achieve Project Completion and Final Acceptance. The Proposer shall follow the schedule requirements identified in Book 2, Section 2. The schedule shall show how the Contractor will achieve Project Completion within 36 months from NTP1 and Acceptance within 90 Days in accordance with Book 1. The Proposer shall include this schedule in accordance with the requirements of Section 5. Completion Deadlines submitted on Form P will be binding. Liquidated Damages identified in the Contract will be assessed if the Project Completion Deadline and Final Acceptance are not met

In addition to the Project schedule, the Proposer shall include a narrative describing commitments to completing all Work by the Project Completion deadlines (Form P).

1. Approach and commitments to completing the Work to meet the Project schedule and achieving the Project schedule deadlines.
2. Approach and commitments for the development and coordination with CDOT for Approval of the Contract Schedule.
3. Approach for managing resources and Activities, both its own and those of its Subcontractors, in order to achieve key milestones in accordance with the Baseline Schedule.
4. Approach and commitments to effectively managing the schedule including, coordination among Contractor, Subcontractors, Suppliers, design staff, quality assurance staff, CDOT, Governmental Authorities, and other Stakeholders and agencies.
5. How the schedule will be maintained and used to administer the Work

**4.6.2. Maximum Points Available: Approach to Project Delivery**

Quality Management Plan	Points
Approach to Project Delivery	30
<b>Section 5: Maximum Points</b>	<b>30</b>

**4.6.3. Evaluation Criteria: Approach to Project Delivery**

The evaluation will consider the Proposer’s approach and commitments to Project delivery and the benefits of the approach and shall consider the following:

1. How the Proposer will provide superior Work, starting with design concept development and continuing through construction completion.
2. How the Proposer will develop thoughtful, well-coordinated, efficient design concepts for all aspects of the Work.
3. How the Proposer will provide innovative and cost-effective design and construction methods and ensure durability and long-term performance of the corridor.
4. How the Proposer minimized and mitigated environmental impacts of construction Activities.

5. Approach and commitments to provide a detailed approach to meeting the Project budget and minimizing construction change orders.
6. Approach and commitments for Project Innovations that will maximize the scope on the Project.
7. Approach and commitments for a Quality Management Plan focused on accountability of the design and construction efforts.
8. Approach and commitments for incorporating durability.

#### **Project Schedule**

1. Approach and commitments to completing the Work to meet the Project schedule and achieving the Project schedule deadlines.
2. Approach and commitments for the development and coordination with CDOT for Approval of the Contract Schedule.
3. The Proposer shall include within the schedule long lead items.
4. Approach for managing resources and Activities, both its own and those of its Subcontractors, in order to achieve key milestones in accordance with the Baseline Schedule.
5. Approach and commitments to effectively managing the schedule including, coordination among Contractor, Subcontractors, Suppliers, design staff, quality assurance staff, CDOT, Governmental authorities, and other Stakeholders and agencies.
6. How the schedule will be maintained and used to administer the Work.

#### **4.7 Scoring Volume III Sections 1, 2, 3, 4, and 5:**

Proposal Volume III with supporting documents included in Volume IV will be evaluated using an adjectival rating system supported by numeric scores ranging from 0 to 5, in 0.25-point increments. Scores reflect the Evaluator's overall judgment of the Proposal's merit for each evaluation factor and how each Proposer addresses and bolsters the Project's Goals. Ratings are based on a qualitative assessment of strengths, weaknesses and overall value of the Proposal.

All other Volumes will have a responsiveness review in accordance with Section 6.

Table 4-1: Scoring of Technical Proposal

Adjective	Description	Score
Exceptional (E)	Proposal offers maximum value and demonstrates a superior understanding of the Project goals. Innovations or approach provide a clear, measurable advantage. Proposal contains multiple Significant strengths and no significant weaknesses. Any minor weaknesses are negligible and carry no risk to the Project's ultimate success. Minimal Owner oversight anticipated.  Proposal results in very high confidence in successful delivery	5
Very Good (VG)	Proposal provides high value and exceeds requirements. The team's approach offers clear advantages over standard industry practice. Contains at least one significant strength and multiple strengths overall. No or very limited Significant Weaknesses.  Approach provides clear advantages over standard industry practice. Risk of adverse impact is low. Requires less than typical Owner oversight. Results in high confidence in successful delivery	4
Good (G)	Proposal meets all requirements and provides an acceptable approach. Strengths and weaknesses are generally balanced. May include one or more significant weaknesses, but they are offset ensuring the Project remains viable and goals are achievable. Requires normal Owner oversight. Results in reasonable confidence in successful delivery.	3
Marginal (M)	Proposal meets minimum requirements but presents heightened risk. Weaknesses outweigh strengths. May include multiple Significant Weaknesses. Limited or no value-added features. Requires increased Owner oversight and intervention. Results in low confidence in successful delivery.	2
Poor (P)	Proposal fails to demonstrate a viable path to meeting Project goals. Contains Deficiencies and/or multiple Significant Weaknesses. Fails to meet requirements or demonstrates lack of understanding. Results in little to no confidence in successful delivery.	1

**Request for Proposal**  
**US 160 Elmore's Corner to Dry Creek Design-Build**  
**Project No.: NHPP 1602-157 & FBR 1602-193**  
**Sub Account No.: 20980 - COMBO**  
**Instructions to Proposers**

---

**Strength:** an aspect of the Proposal that represents a benefit to the Project, the Project's Goals, and increases the likelihood of successful performance or enhances outcomes.

- **Minor Strength:** Provides a limited or incremental benefit with slight positive influence on Project success.
- **Significant Strength:** Provides a meaningful, measurable, or impactful benefit, such as reducing risk, improving schedule, enhancing quality, or lowering lifecycle cost.

**Weakness:** an aspect of the Proposal that reduces the likelihood of successful performance or introduces risk to achieving Project's Goals.

- **Minor Weakness:** Slight negative influence; can be addressed through normal contract administration.
- **Significant Weakness:** Substantial negative influence; likely to increase risk or impact cost, schedule, or quality.

**Deficiency:** a material failure to meet a requirement or a combination of significant weaknesses that creates a high probability of unsuccessful performance. Proposals with deficiencies may be rated Poor (1.0) or deemed non-responsive, as applicable.

## 5.0 Volume IV: Supporting Documents for Volume III, Project Plans and Roll Plots, AREs, ACCs, ATCs, Project Schedule, and Civil rights Plan

### 5.1 Project Plans and Roll Plots with included AREs, ACCs and ATCs:

Project plans shall show all major Work elements needed to complete the Basic Configuration. The Proposer shall incorporate any AREs, ACCs, ATCs that are included in the Proposal within the Upset Amount into the Project and this shall become the Proposers Basic Configuration.

The Proposer shall provide roll plots and or Project plans that show all major Work elements needed to complete the Proposer's Basic Configuration, including AREs, ACCs/ATCs. Roll plot drawings for the Roadway components shall be at 1 inch equals 100 feet scale showing all major Work elements for the Project. The Proposer shall use color, single-sided individual sheets (not double sided) for major Structural components of the Project meeting the requirements of the CDOT Bridge Manual, and maximum page size of 11 x 17. The roll plots and or Project plans are exempt from the page limit and there are no suggested page limits.

Project plans and or roll plots shall show the following items, at a minimum:

1. All Project construction within defined Project limits.
2. Existing topography (aerial imagery is acceptable).
3. Horizontal alignments, vertical profiles, control lines and stationing for US 160, roundabout, and County Roads.
4. Highlight deviations from reference drawings regarding horizontal and vertical alignments.
5. Roadway typical sections as necessary to define the Work.
  - A. Typical sections should show the minimum
    - i. Lane and Shoulder width dimensions
    - ii. Pavement Structure
    - iii. Typical end conditions with clear zone and side slope criteria
6. All access points along US 160, Frontage Road, and County Roads.
7. Lane configuration on US 160, Frontage Road, County Roads, and roundabout.
8. Intersection improvements.
9. Wildlife Features including:
  - A. Location of wildlife game ramps
  - B. Location of deer guards and deer fence.

10. Wildlife underpasses.
11. Small mammal crossings.
12. Environmental mitigations (for example New Mexico Jumping Mouse mitigation)
13. Drainage ditches and Structures.
14. Irrigation ditches and Structures.
15. Major Utility relocations.
16. Structure concept plan sheets shall be 11 X 17 drawings (general layouts) for the Florida River Bridge and the large mammal underpasses, and at a minimum shall include:
  - A. Plan and elevation.
  - B. Minimum vertical clearances.
  - C. Span length.
  - D. Preliminary foundation type.
  - E. Allowances for future wearing surface and deck replacement.
  - F. Typical section for Bridges that include: girder type, deck thickness, and wearing surface.
17. Structure concept plan sheets shall be 11 X 17 drawings for each retaining wall Structure, and at a minimum shall include:
  - A. Plan and elevation.
  - B. Wall type.
  - C. Typical section.

The Proposer may include any desired elements of the Reference Documents in its Project plans, but is cautioned that it is not entitled to rely on any elements of the Reference Documents except those that are incorporated in the Contract Documents by reference in the Contract Documents.

The Proposer's Project plans that incorporate any included AREs ACCs/ATCs into Proposes Basic Configuration will be used to ensure the Proposer's commitment to satisfying the requirements of the Project Basic Configuration and Project AREs. These Project plans will be used to support and evaluate the Proposer's Technical Approach described in Volume III.

## 5.2 ACCs/ATCs

The Proposer shall provide CDOT's ACC or ATC Approval letters for pre-Approved ACCs/ATCs or ACC/ATCs with Conditions. A Proposer may include an ACC or ATC that has not been pre-Approved, but could provide benefit and value to the Project; however, the Proposer will do so at its own risk, and inclusion of that ACC/ATC and selection of its Proposal does not guarantee approval of that ACC/ATC.

### **5.3 Project Schedule**

Provide the Project schedule on 11 x 17 page size to support the Proposer's schedule commitments and Project Management Plan described in Volume III.

### **5.4 Draft Civil Rights Plan**

Provide a Draft Civil Rights Plan as required by Book 2, Section 2.

## 6.0 Evaluation of Proposals

### 6.1 Proposal Evaluation and Scoring

A summary of the Proposal evaluation and scoring is provided in Table 6-1.

Table 6-1: Proposal Evaluation and Scoring

Volume	Evaluation Factor
Volume I: Executive Summary	Responsiveness Review
Volume II: Proposer Information, Forms and Certifications	Responsiveness Review
Volume III: Technical Proposal <sup>1</sup>	Maximum Total 100 points
Section 1 Basic Configuration (not formally scored included in how it enhances the Project Goals)	N/A
Section 2 Additional Requested Elements (not formally scored, included in how it enhances the Project Goals)	N/A
Section 3 Improve Safety, Mobility and Efficiency	40
Section 4 Minimize Impacts to Highway Users	15
Section 5 Maintain Effective Partnerships Throughout	13
ESB Performance Plan	2
Section 6 Approach to Project Delivery	30
Volume IV: Project Plans, AREs, ACCs/ATCs, Project Schedule, and Civil Rights Plan (Supporting Documents for Volume III Evaluations)	No Points awarded for Volume IV
Volume V: Price Proposal (Form J)	Responsiveness Review
Volume VI: Upset Amount Determination (Form T)	Responsiveness Review
Volume VII: Options Proposal (1-8 ½ X 11, 1-11 X 17 per option) and Form K (not included in the page limit)	Responsive Review of Optional Submittal; see Section 6-2

<sup>1</sup> The maximum number of points allocated to Volume III - Technical Proposal Sections 3, 4, 5, and 6 with supporting documents in Volume IV is 100 as shown in Table 6-1. Actual points awarded shall be determined by the evaluation criteria identified in Volume III, Evaluation Sections 3, 4, 5, and 6.

The Proposer may, but is not required, to provide a total pricing for each Option listed on Form K, for any AREs not included in the Proposal.

## 6.2 Responsiveness Evaluation and Review

Volume I, Executive Summary; Volume II, Proposer Information, Forms and Certifications; Volume V, Price Proposal; and Volume VI, Upset Amount Determination the Proposal will be evaluated for responsiveness. A “responsive” rating will be assigned to each of these Volumes of the Proposal, provided they conform to the requirements this ITP. Failure to achieve responsiveness will result in the Proposal being declared non-responsive. A Proposal must receive a “responsive” for the Proposal to be further evaluated. The Proposer may provide, but is not required to provide Volume VII with total pricing for each Option listed on Form K for any AREs not included in the Proposal. If Form K is provided, the Option Pricing on Form K and supplementary pages will also be reviewed for responsiveness only; however, the Proposal will not be deemed as non-responsive if a Form K is not included.

Failure to submit information in the manner, format, and detail specified in this ITP will result in the Proposal receiving a responsiveness failure determination, and the Proposal will be declared non-responsive.

The Proposals will be reviewed for:

1. The Proposal’s conformance to the organization and format set forth in this ITP.
2. The responsiveness of the Proposer to the requirements set forth in the RFP.
3. Minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the technical content of the Proposals.

CDOT will have the right to submit written questions to the Proposer regarding the Proposal for the following purposes:

1. Resolving any minor uncertainties or to obtain clarifications concerning the Proposal.
2. Resolving any suspected mistakes by calling them to the attention of the Proposer.
3. Providing the Proposer a reasonable opportunity to submit revisions resulting from the questions related to minor informalities and apparent clerical misstates that are unrelated to the technical content of its Proposal.

Those Proposals deemed not responsive to the RFP at CDOT’s sole discretion may be excluded from further consideration, and the Proposer will be so advised. CDOT reserves the right to exclude from consideration any Proposer whose RFP contains a misrepresentation.

### 6.2.2. Proposer’s Price

As part of the responsiveness evaluation and review, CDOT will determine whether the Proposer has indicated on Form J that its Technical Proposal and any AREs/ACCs/ATCs submitted in accordance with this ITP and other Contract Document requirements are included in the Proposer’s Contract Price and if it is within the Project Upset Amount. The Proposer’s Price shall be at or below the Project Upset Amount to be considered responsive.

### 6.3 Additional Information

CDOT may at any time request additional information from the Proposer or may request the Proposer to verify or certify certain aspects of its Proposal.

### 6.4 Oral Presentations

CDOT reserves the right to invite the Proposer to make oral presentations in accordance with guidelines established by CDOT.

### 6.5 Best Value Determination

Award of the Project shall be based on a best value determination. In order for the Proposal to go through the best value determination, the Proposal must first be declared responsive. The responsive Proposal that achieves the highest score on the Technical Proposal adjusted by the Proposer's Price will represent the best value to CDOT. If the Proposer's Price is equal to the Lowest Proposal Price of the responsive Proposals received, the proposal price adjustment is 5 points. The Proposer with the highest score will then be determined to have the Best Value Proposal and will be selected by CDOT.

The Total Best Value Proposal shall be determined by the following formula:

$$\text{Total Score} = \text{TS} + [(P_{\text{low}} / \text{PP}) * 5]$$

Where: TS=Technical score as determined by the evaluations of Volume III, Sections 1, 2, 3, 4 and 5 (Volume IV will be used to as supporting documents to evaluate Volume III)

$P_{\text{low}}$ =Lowest Proposal Price

PP=Proposer's Price

To ensure transparency and build continued trust within the industry, CDOT will disclose each Proposer's Technical Proposal Score and Proposer Price. This approach of revealing the Apparent Selected Proposer is in complete compliance with Federal Regulation and the State Statutes for Bid Opening and Design-Build Processes. In addition, all Technical Evaluations shall be completed blind and without influence of the Price component of the Proposals.

## 7.0 Procurement Requirements

### 7.1 Receipt of Request for Proposals Documents and Other Notices

The Proposer shall notify CDOT in writing any changes in company contact information. Failure to notify CDOT may result in the Proposer failing to receive Addenda or other important communications from CDOT, for which CDOT shall not be responsible.

The Proposer shall acknowledge receipt of all Addenda via the Proposal Letter.

### 7.2 Examination and Interpretation of RFP Documents

The Proposer shall be solely responsible for examining, with appropriate care, the RFP Documents, including any Addenda issued, and for informing itself with respect to any and all conditions that may in any way affect the amount of the Proposal, the nature of the Proposal or the performance of the Work in the event of Award. Failure of the Proposer to so examine and inform itself shall be at its sole risk and CDOT will provide no relief for errors or omissions.

The Proposer shall be responsible for:

1. At its election, submitting comments on the Form of Contract.
2. Requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which the Proposer otherwise fails to understand.

Any such comments or requests shall be considered RFIs and shall be submitted in writing via the DMS to David Valentinelli, PE, CDOT Project Director.

Written RFIs must be transmitted to CDOT no later than the date shown in the Proposal schedule. E-mailed comments or requests are not allowed. If CDOT determines, in its sole discretion, that such comments or clarifications require a change to the RFP Documents, CDOT will prepare and issue an Addenda to the RFP. CDOT will not be bound by, and the Proposer shall not rely on, any oral communication regarding the RFP Documents. CDOT will respond to RFIs by posting responses via CDOT's DMS. It is the sole responsibility of the Proposer to ensure that CDOT receives any RFIs by the date indicated in the ITP, and to verify that CDOT has responded.

If the Proposer chooses to meet or have discussions with other agencies or entities during or beyond the release of the Final RFP during the Proposal process, the Proposer shall be responsible for verifying any information received from such meetings or discussions with CDOT.

### 7.3 Addenda

CDOT reserves the right to revise the RFP Documents. Such revisions, if any, will be announced by Addenda to the RFP Documents ("Addenda"). CDOT will also identify questions received from Proposers (anonymously) and answers given by CDOT ("Questions and Answers"). Copies of Addenda and Questions and Answers will be furnished to all short-listed firms via CDOT's DMS.

If any Addendum includes changes that significantly impact this RFP, as determined in CDOT's sole discretion, CDOT may set a new Proposal Due Date. The announcement of such new date, if any, will be included in the Addendum.

The Proposer shall acknowledge receipt of all Addenda in its Proposal Letter (Form A). Failure to acknowledge receipt of all Addenda may cause the Proposal to be deemed non-responsive and be rejected.

#### **7.4 (Reserved)**

#### **7.5 Improper Conduct**

If the Proposer, or anyone representing or acting on behalf of or at the direction of the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to CDOT, including its employees, agents or anyone representing CDOT, at any time in connection with this RFP or the Contract, CDOT shall immediately disqualify the Proposer, claim the Proposal Bond, and may sue the Proposer for damages.

#### **7.6 Withdrawal of Proposal After Proposal Due Date**

The Proposer understands and agrees that if the Proposer withdraws all or any part of its Proposal within 60 Days after the Proposal Due Date without the written consent of CDOT, the Proposer shall forfeit its Proposal Bond and will be disqualified from receiving a stipend.

#### **7.7 Responsive Proposal**

The Proposer shall provide responses to all information as outlined in this ITP and requested in this RFP for the Proposal. Failure to provide the requested information may result in CDOT, at its sole discretion, determining that a Proposal is non-responsive and should be rejected. A Proposal will be considered non-responsive if it seeks to qualify or change any of the terms and conditions of the Contract; to limit or modify the bonds, insurance, or warranties required; or if the Proposal Bond is not provided.

#### **7.8 Stipend**

CDOT has determined that it is appropriate to Award a stipend to the unsuccessful responsible Proposers that provide a fully responsive, but unsuccessful Proposal (including all BAFOs, if any) that is deemed acceptable by CDOT. A stipend will be allowed for non-responsive Proposals based upon Proposer's Price over the Upset Amount only, as indicated on Form J, provided that (1) the Proposer completes a BAFO, if applicable; and (2) is responsive in all other areas. The amount of the stipend shall be \$200,000.00 and shall be provided to such Proposer within 90 Days after Award of the Contract.

CDOT may provide, at CDOT's sole discretion, a stipend to any unsuccessful Proposer who provides a fully responsive Proposal with Pricing (as indicated on Form J) for the Basic Configuration of the Project which exceeds the Upset Amount.

The submission of a Proposal to an RFP does not constitute the Proposer's acceptance of the stipend as full payment for all technical solutions and design concepts contained in the Proposal. The Proposer shall have the option of refusing the stipend and not transferring ownership of all technical solutions and design concepts contained in the Proposal.

The Proposer must notify CDOT within 7 Calendar Days after the selection if they intend to Accept the Stipend. If the Proposer Accepts the stipend, CDOT will be entitled to use any and all concepts, ideas, ACCs/ATCs, and information contained in its Proposal without limitation or in connection with a subsequent procurement for the Project or any other project, without any obligation to pay any additional compensation, consideration, or value to the unsuccessful Proposer.

In no event shall any Proposer that is selected for Award but fails to satisfy the Award conditions set forth in Section 8.0 Contract Execution, below, be entitled to receive a stipend.

Notwithstanding the foregoing, if the second or third-highest ranked Proposer becomes the selected Contractor as a result of the failure of the higher-ranked Proposer to comply with the Award conditions set forth in Section 8.0 Contract Execution, such Proposer(s) shall no longer be entitled to the stipend.

## **7.9 Ownership of Proposals**

All documents submitted by the Proposer in response to this RFP shall become the property of CDOT and will not be returned to the Proposer. 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 the Proposer, shall also become the property of CDOT if:

1. The successful Proposer receives Award and execution of the Contract; and
2. The unsuccessful Proposer(s) accepts payment of the stipend.

## **7.10 Colorado Open Records Act**

Except for the Escrowed Proposal Documents (EPD), as defined in Sections 7-12, all records, documents, drawings, plans, specifications, and other materials relating to the conducting of CDOT business, including materials submitted by the Proposer, are subject to the provisions of the Colorado Open Records Act (Colorado Revised Statutes [C.R.S.] sections 24-72-201, et seq.) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. Such laws govern CDOT's use and disclosure of records. Consult CDOT PD 508.2 for CDOT's business practice regarding when and if specific documents are available under CORA and Colorado law and to clarify when and if which documents are protected.

During the Proposal process, including any BAFOs and during the negotiation period, 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, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. CDOT will advise the Proposer of any request pursuant to the Colorado Open Records Act and any other applicable laws for the disclosure of any material properly labeled as proprietary, trade secret, or confidential to allow the Proposer the opportunity to protect such materials from disclosure. Under no circumstances, however, will CDOT be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of CDOT or its officers, employees, contractors, or consultants.

CDOT will not advise a 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 material submitted by the Proposer, CDOT's sole involvement will be as a stakeholder retaining the material until otherwise 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.

## **7.11 Changes in Proposer's Organization**

If there are any changes, including new or deleted Major Participants or Key Personnel in the Proposer's organization from those shown in the SOQ, the Proposer shall obtain written Approval of the change from CDOT prior to submitting its Proposal. The last date for submittal of changes to Key Personnel or Major Participants is the Last Date for Proposer Submittals of Request for Information per the Proposal schedule in Table 1-1, above. Such requests must be accompanied with the information specified in the SOQ. If a Major Participant is being deleted, the Proposer must submit information as may be required by CDOT to demonstrate that the changed Proposer team, Major Participant, or Key Personnel still meets the SOQ criteria (both responsiveness and qualitative). CDOT is under no obligation to approve any such changes and may do so in its sole discretion.

## **7.12 Escrowed Proposal Documents**

### **7.12.1. Format of Escrowed Proposal Documents (EPD)**

The EPDs shall contain information regarding the Proposer's assumptions made in developing Forms J and K (optional) in its Proposal. The Proposer shall submit EPDs in such format as it used in preparing of their Proposal.

### **7.12.2. Review of Escrowed Proposal Documents**

The Proposer will deliver EPDs, marked "Confidential," to CDOT, as identified in the Proposal schedule in Table 1-1, above. Prior to Contract execution (or Contract negotiations, if applicable), the selected Proposer's EPDs will be reviewed to determine completeness.

The Proposer shall deliver EPDs in a locked fireproof box to be held at the CDOT Region 5. The Proposer will retain the key and CDOT will retain the fireproof box.

Representatives of CDOT and the Proposer shall review the EPDs prior to Contract execution (or Contract negotiations, if applicable) to determine whether they are complete. Such representatives shall also organize the EPDs, labeling each page so that it is obvious that the page is a part of the EPDs and to enable a person reviewing the page out of context to determine where it can be found within the EPDs. The representatives shall compile an index listing each document included in the EPDs and a brief description of the document and its location in the EPDs. CDOT will have the right to retain a copy of the index. Following the initial organization, if CDOT determines that the EPDs are incomplete, CDOT may require the Proposer to supply data to make the EPDs complete. Incomplete EPDs may render the Proposal non-responsive. The EPDs will be available for joint review in conjunction with Contract negotiations, if applicable, and as described in Book 1, Section 22.

### **7.12.3. CDOT's Acknowledgment**

CDOT acknowledges that the EPDs and the information contained therein are being provided to CDOT because such is an express prerequisite to entering into the Contract. CDOT agrees to defend against any Colorado Open Records Act requests that are made to inspect or photocopy EPDs.

## 7.13 Protests

### 7.13.1. Protests Regarding Request for Proposal Documents

This procurement is governed by the protest procedures outlined in the Design-Build Regulations, 2-CCR 601-15, Section 22. Any Proposer that is aggrieved in connection with the RFP may protest the terms of the RFP Documents prior to the time for submission of Proposals on the grounds that: 1) a material provision in the RFP Documents is ambiguous; 2) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or 3) the RFP Documents exceed, in whole or in part, the authority of CDOT.

Protests regarding the RFP Documents shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the CDOT Project Director to remove the grounds for protest. Written protests regarding the RFP Documents must completely and succinctly state the grounds for protest and shall include, as a minimum, the following:

1. The name and address of the protester.
2. Appropriate identification of the procurement by bid or Award number.
3. A statement of the reasons for the protest.
4. All available exhibits, evidence, or documents substantiating the protest.

Written protests regarding the RFP Documents shall be emailed to the CDOT Chief Engineer at: [keith.stefanik@state.co.us](mailto:keith.stefanik@state.co.us) with a mandatory copy to the CDOT Project Director at [David.valentinelli@state.co.us](mailto:David.valentinelli@state.co.us).

The protests shall be delivered within seven (7) Working Days after the protester knows or should have known of the facts giving rise to the basis for the protest. The protester shall post a bond payable to CDOT in accordance with 2 Colorado Code of Regulations (CCR) 601-15, § 22, Protests. The Proposer is responsible for obtaining proof of delivery.

No hearing will be held on the protest, but the CDOT Chief Engineer or their designee shall decide on the basis of the written submissions. Any additional information regarding the protest should be submitted within the time period requested to expedite resolution of the protest. If any party fails to comply expeditiously with any request for information by the CDOT Chief Engineer or their designee, the protest may be resolved without such information. The CDOT Chief Engineer or their designee will issue a written decision regarding the protest within 7 Working Days after the protest is filed. The decision shall be based on and limited to a review of the issues raised by the aggrieved Proposer(s) and shall set forth each factor taken into account in reaching the decision. The decision shall inform the protester of their right to appeal administratively or judicially in accordance with C.R.S. §§ 24-109-201 through 24-109-206. The decision is subject to appeal in accordance with 2 CCR 601-15, § 22 and C.R.S. § 24-109-201. Any appeal to the Executive Director shall be filed within seven (7) Working Days of the Chief Engineer's decision. Judicial review, if any, shall be sought in the District Court for the City and County of Denver pursuant to C.R.S. § 24-109-206.. The filing of a protest shall not stay the procurement unless the Chief Engineer determines that a stay is in the best interest of the Project or the State. If necessary to correct any error, omission, or ambiguity identified by the protest, CDOT will make appropriate revisions to the RFP Documents by issuing an Addendum. The failure of a Proposer to establish a basis for a protest regarding the RFP Documents shall preclude consideration of that basis in any protest of a selection, unless such basis was not and could not have been known to the Proposer in time to protest prior to the final date for such protests.

CDOT may extend the Proposal Due Date, if necessary, to include any such protest issues.

### **7.13.2. Protests Regarding Responsiveness, Best Value Evaluation, or Award**

Written protests regarding CDOT's approval of changes in a Proposer's organization or CDOT's approval of decisions regarding responsiveness, best value evaluation rankings, or Award of the Contract must be emailed to the CDOT Chief Engineer at [keith.stefanik@state.co.us](mailto:keith.stefanik@state.co.us) with a mandatory copy to the CDOT Project Director at [David.valentinelli@state.co.us](mailto:David.valentinelli@state.co.us).

The protests must be delivered within seven (7) Working Days after CDOT releases notice of its approval of a change in a Proposer's organization or its approval of a decision regarding responsiveness, rankings, or Award, as applicable. The protester shall concurrently file a Notice of Protest with the other Proposers whose addresses may be obtained from the CDOT Project Director. The Notice of Protest shall state with particularity the grounds of the protest.

The procedures applicable to such protests are set forth in the Design-Build Regulations, 2 CCR 601-15, § 22, and in C.R.S. §§ 24-109-101 through 24-109-404. The CDOT Chief Engineer or their designee is authorized to settle and resolve any protest within seven (7) Working Days after the protest is filed.

### **7.14 Ex Parte Communications**

During the RFP process, commencing as of the date of this RFP and continuing until award of a Contract for the Project (or cancellation of the procurement), no employee, member, or agent of any Proposer shall have ex parte communications regarding the procurement process for this Project with any employee, agent, member or consultant of La Plata County, City of Durango, Southern Ute Indian Tribe or its associations, CDOT, USDOT, the FHWA, or Ineligible Firms (see Section 8.15 of this ITP), except for communications expressly permitted by this ITP or the CDOT Project Director. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of CDOT. The foregoing shall not preclude any Proposer from participating in public meetings.

### **7.15 Ineligible Firms**

CDOT has retained the consulting firms of HDR, Inc.; Muller Engineering Company; Bechtolt Engineering, Yeh & Associates; Escalante Construction Management & Engineering; Farnsworth Group, Inc.; Innovative Contracting & Engineering; and TruLove Strategic Communications for the Project's procurement process, and to provide advice on related contractual and technical matters. As such, the listed firms are not eligible to participate as a member of any Proposer's team.

Requests for determination regarding this eligibility requirement may be submitted in writing to the CDOT Project Director.

### **7.16 Project Rights and Disclaimers**

Notwithstanding anything to the contrary contained in this RFP or the Contract, CDOT reserves the right, in its sole discretion, to:

1. Investigate the qualifications of any Proposer.
2. Require confirmation of information furnished by a Proposer.
3. Require additional evidence of qualifications to perform the Work.

**Request for Proposal**  
**US 160 Elmore's Corner to Dry Creek Design-Build**  
**Project No.: NHPP 1602-157 & FBR 1602-193**  
**Sub Account No.: 20980 - COMBO**  
**Instructions to Proposers**

---

4. Reject any or all of the Proposals.
5. Issue a new request for Proposals.
6. Cancel, modify, or withdraw the entire RFP, or any part hereof.
7. Issue Addenda, supplements, and modifications to this RFP.
8. Solicit BAFOs from the Proposers.
9. Appoint evaluation committees to review Proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation.
10. Revise and modify, at any time, the factors it will consider in evaluating responses to this RFP and to otherwise revise or expand its evaluation methodology.
11. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
12. Waive or permit corrections to data submitted with any response to this RFP.
13. Waive or permit submittal of addenda and supplements to data previously provided with any responses to this RFP.
14. Approve or disapprove changes in the Proposer team or Proposal (a substitution of any of the major participants will be carefully scrutinized and may result in disqualification of the Proposer).
15. Require correction of or waive deficiencies, informalities, and minor irregularities in Proposals; or seek clarifications or modifications to a Proposal.
16. Disqualify any Proposer that changes its submittal without CDOT Approval.
17. Hold the Proposals and Proposal Bonds under consideration for a maximum of 120 Days after the Proposal Due Date until the final Award is made.

This RFP does not commit CDOT to enter into the Contract or any other contract. CDOT assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. Except for payment of the stipend to certain Proposers as described previously in Section 7.8, all of such costs shall be borne solely by each Proposer.

In no event shall CDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a Contract, in form and substance satisfactory to CDOT, has been executed and authorized by CDOT and, then, only to the extent set forth therein.

## 8.0 Contract Execution

Within 30 Days after delivery by CDOT to the successful Proposer of the execution form of Contract, the successful Proposer shall deliver to CDOT the following:

1. Signed Contract (4 executed duplicate originals), together with evidence of the signatory authority of the signatories thereto. All original signatures shall be in BLUE ink.
2. Approvals of each member or partner of the Proposer of the final form of the Contract.
3. Payment Bond in the form attached hereto as Form N, issued by the surety listed in the Proposal, or an equivalent surety meeting the requirements stated in the Contract, together with evidence of the signatory authority of the signatories thereto.
4. Performance Bond in the form attached hereto as Form O, issued by the surety listed in the Proposal, or an equivalent surety meeting the requirements stated in the Contract, together with evidence of the signatory authority of the signatories thereto.
5. Documentation from the Proposer and each major participant that clearly depicts entitlement under the laws of the State of Colorado to undertake and perform the Work. Said documentation shall include copies of construction licenses and evidence that the Proposer or its designated design firm is licensed to carry out the design portion of the Work.
6. Opinion of counsel for the Contractor, which counsel will be Approved by CDOT (which may be in-house or outside counsel, provided that the enforceability opinion shall be provided by attorneys licensed in the State of Colorado), in substantially the form attached hereto as Form M.

Failure to comply with the above may result in cancellation of the Award and forfeiture of the Proposal Bond, in which case CDOT may, but is not obligated to, proceed to Award the Contract to the next highest ranked Proposer. No stipend will be paid to the selected Proposer if the Award is not consummated due to failure of the selected Proposer to provide the items specified herein.

## Appendix A

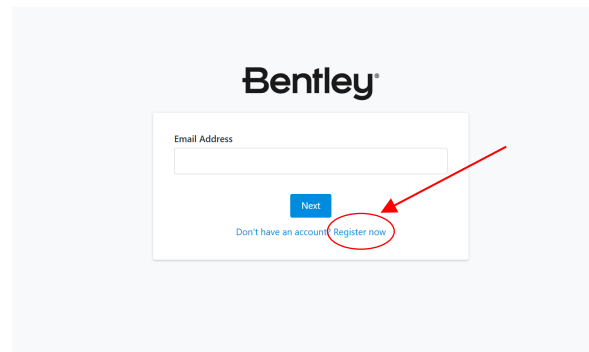
### Instructions for Bentley Deliverables Management (DMS) submissions

Directions will support submissions of all communications between the Proposer and the Project Team during the Proposal process.

#### Bentley Cloud Services Registration

1. Each Proposer must have appointed staff register an account with Bentley Cloud Services. Registration is free.

<https://connect.bentley.com>



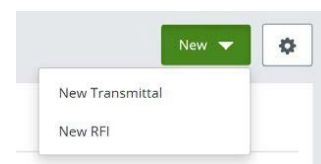
Please note that the Bentley Connection Center will not display this project if you are not signed up with the Connection Client and invited to the project.

2. To begin the Project invite process, once you are registered with Bentley, please provide your email to [Krisinda.Rapiejko@state.co.us](mailto:Krisinda.Rapiejko@state.co.us)
3. Krisinda will send you an invitation to the Project via email. Once the invitation link is accepted, the Bentley Connection Center will open up with this project showing up within the ProjectWise Projects box as a clickable blue link. Click on this link and it will bring up the Project Details interface. Scroll down to display the ProjectWise 365 Services and select the Deliverable Management icon. **Note that only the Deliverables Management module will be utilized for communication with the Proposer teams.**



#### Transmittal 1 Instructions

1. Log in to Bentley Cloud Services <https://connect.bentley.com>
2. Navigate to the project in the Deliverables Management Module



3. In the top right corner under the 'New' drawdown button, select preferred the communication type:
  - Select '**RFI**' for questions or '**Transmittal**' for document review/Acceptance/Approval.
  - Note '**General Correspondence**' communication mode will not be used for this project.
  
4. For RFIs:
  - a. In the '**Question**' Tab
    - Enter **Subject**: Company Name - US 160 Elmore's East - RFI - No. X (sequentially numbered) and for RFIs, do not check the 'confidential data included' box to the right of the subject line. Whether or not this confidential box is checked, all RFIs will be shared amongst Proposer teams.
    - Enter **To**
      - Select: Krisinda Rapiejko from '**Add Recipient**' pop up box and hit the '**Add Selected button**' to finalize selection
    - Enter **CC**
      - **Select** David Valentinelli and Doug Mize and follow the same prompt as described above
    - Enter **Question**
      - If it pertains to a specific section in the RFP, please include the Book, Section and Subsection
    - Include **Attachment** (If applicable)
    - **Priority** defaults to medium and this status should be maintained as is for it will not change required response time. If Priority option is not displaying, hit the carrot symbol next to '**Details**' to view remaining detail options.
    - Leave **Classification** blank for RFI and any other details options shown here if applicable.
  - b. In the '**Scheduling**' Tab (to the right of Question Tab)
    - For **Acknowledgement** set at:
      - 2 days after sent
      - Reminder 1 day before due date
    - For **Response** set at:
      - Select latest date per the ITP for the designation
      - Set reminder for 2 days before due date
  - c. At the bottom of screen select the '**Issue**' button (The system now adds your correspondence and files to the cloud so this could take a while depending on file size)
    - Review Cover Letter as needed
    - Select '**Confirm**' once the RFI

5. For Transmittals:

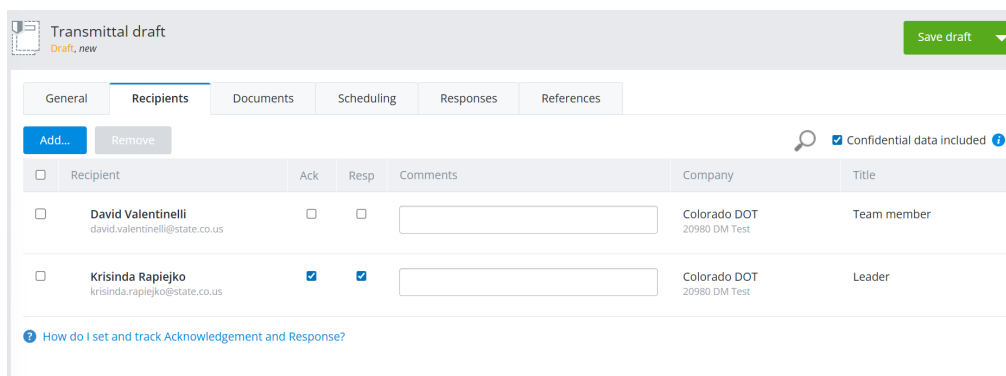
a. In the ‘General’ tab

- Enter **Subject:** Company Name - US 160 Elmore’s East - ACC, ATC... (as appropriate) - No. X (sequentially numbered for each designation - ACC, ATC...)
- Select **Purpose**. Note that you should select the **For Information** if you do not expect a response.
- Select **For Review** if you do expect a response.
  - Confidential data included • **CHECK for ACCs and ATC contracts**
- Enter pertinent **Comments**
- Under the Details heading, select the most appropriate **Classification** or **Discipline** as applicable. Leave blank if no appropriate classification/discipline is found. If applicable, leave all other Detail options blank.
- Select ‘**Save draft**’ before the next step

b. In the ‘Recipients’ tab (to the right of General tab)

- Select ‘**Add Recipients**’ button and set filter in the top right to display the appropriate contacts group
- Select: David Valentinelli, Krisinda Rapiejko and Doug Mize
- ‘**Add Selected**’
- Ensure the **Ack** box for David and Doug is unchecked as they will receive an email notice of your submittal, but only Krisinda will need to Acknowledge.
- **Resp** will only be applicable to Submittals requiring a response

Your Recipients Tab should look like this:



6. In ‘Document’ tab

- To add a document, click Add new documents. Navigate to and select the files within your computer and Open.

7. In ‘Scheduling’ tab.

- If you are sending out Transmittal immediately, you can leave the **Planned Issue** information blank.

- If sending out the Transmittal at a later date or time, fill out **Planned Issue** information.  
(This option will only remind you to issue the transmittal.)
- Under **Acknowledgement due date**
  - 2 days after sent
  - Reminder 1 day before due date
- Under **Response Due Date**
  - Select latest date per the ITP for the designation
  - Reminder 2 days before due date
  - At the bottom of screen select **Issue** (The system now adds all of your files to the cloud so this could take a while depending on file size)
- Review Cover Letter if you want to
- Select **Confirm**

## Help

Questions can be directed to <https://www.bentley.com/support/>

# Form A

Colorado Department of Transportation  
US 160 Elmore's Corner to Dry Creek Design-Build  
Project No NHPP 1602-157 & FBR 1602-193  
Sub Account No.: 20980 - COMBO

## Proposal Letter

Proposer:

Proposal Date:

David Valentinelli, PE, Project Director  
Colorado Department of Transportation - Region 5  
3803 N Main Ave, Suite 100  
Durango, CO 81601

The undersigned ("Proposer") submits this proposal in response to that certain Request for Proposals (the "RFP") issued by the Colorado Department of Transportation ("CDOT"), referred to herein as "CDOT", dated April 27, 2026, to solicit proposals for a Design-Build Contractor ("Contractor") to enter into a Contract (the "Contract") to develop US160 Elmore's Corner to Dry Creek Design-Build (the "Project") as more specifically described in the documents provided with the RFP (the "RFP Documents").

If selected by CDOT, Proposer agrees: (a) to negotiate the terms of the Contract Documents with CDOT in good faith and in accordance with the requirements of the RFP, if applicable, and (b) to enter into and perform its obligations as set forth in the Contract Documents, including compliance with all commitments contained in this proposal.

Enclosed herewith, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Volume I Executive Summary
- Volume II Proposer Information, Forms, and Certifications
- Volume III Technical Proposal
- Volume IV Project Plans, AREs, ACCs, ATCs, Schedule, and Draft Civil Rights Plan
- Volume V Price Proposal (Form J)
- Volume VI Upset Amount Determination (Form T)
- Volume VII Options Price Proposal (Form K) (Submittal Optional)

Proposer acknowledges receipt, understanding and full consideration of the following Addenda to the RFP:

Final Addendum: September 11, 2026

Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, and is satisfied that such provisions provide sufficient detail regarding the Work (as defined in the RFP) to be performed and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this proposal, including a thorough review of all of the RFP Documents; and that it has notified CDOT of any deficiencies in or omissions from any RFP Documents or other documents provided by CDOT and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the Statement of Qualifications previously delivered to CDOT (as amended and resubmitted) are true and correct as of the date hereof, except as otherwise specified in the enclosed proposal forms. Proposer agrees that such Statement of Qualifications, except as modified by the enclosed proposal forms, is incorporated in such forms as if fully set forth therein.

Proposer agrees that CDOT will not be responsible for any errors or omissions in this proposal.

1. Sample signature block for corporation or Limited Liability Company:

[Insert the Proposer's name]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. Sample signature block for partnership or joint venture:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

3. Sample signature block for attorney in fact:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney in Fact

Proposer's business address:

---

(No.) (Street) (Floor or Suite)

---

(City) (State or Province)

(ZIP or Postal Code) (Country)

State or Country of Incorporation: \_\_\_\_\_

# Incumbency Certificate

Provide Separate Forms for Proposer and all Major Participants

The undersigned hereby certifies to \_\_\_\_\_ that he/she is the duly elected and acting \_\_\_\_\_ Secretary of \_\_\_\_\_ (“Company”), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are the duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names.

NAME

OFFICE

---

---

---

---

---

---

---

---

---

---

---

---

---

---

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this \_\_\_\_ day of \_\_\_\_\_, 2026.

---

---

Secretary

# Form B

## Information About Proposer and Major Participants

(To be signed by authorized signatory(ies) of Proposer/Major Participant)

1.0 Name of Proposer: \_\_\_\_\_  
2.0 Type of entity: \_\_\_\_\_  
3.0 Proposer's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Facsimile \_\_\_\_\_

4.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a corporation, **include copies of articles of incorporation and bylaws for each corporation certified by an appropriate officer** and answer the following (copy this section if necessary for multiple corporations):

4.1 Name of corporation: \_\_\_\_\_

4.2 Relationship of corporation to the Proposer: \_\_\_\_\_

4.3 Date of incorporation: \_\_\_\_\_

4.4 State of incorporation: \_\_\_\_\_

4.5 President's name: \_\_\_\_\_

4.6 Vice President's name(s): \_\_\_\_\_

4.7 Secretary's name: \_\_\_\_\_

4.8 Treasurer's name: \_\_\_\_\_

5.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a partnership (including general partnerships, limited partnerships and limited liability partnerships), **include copies of partnership agreements for all tiers certified by an appropriate individual** and answer the following (copy this section if necessary for multiple partnerships):

5.1 Name of partnership: \_\_\_\_\_

5.2 Relationship of partnership to the Proposer: \_\_\_\_\_

5.3 Date and state of organization of partnership: \_\_\_\_\_

\_\_\_\_\_

5.4 Full names and addresses of all partners (state whether general or limited partners):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a joint venture, **include copies of joint venture agreements for all tiers certified by an appropriate individual** and answer the following (copy this section if necessary for multiple joint ventures):

6.1 Name of venture: \_\_\_\_\_

6.2 Relationship of venture to the Proposer: \_\_\_\_\_

6.3 Full names and addresses of all members (at all tiers):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a limited liability company, **include copies of organizational documents certified by an appropriate individual** and answer the following (copy this section if necessary for multiple companies):

7.1 Name of company: \_\_\_\_\_

7.2 Relationship of company to the Proposer: \_\_\_\_\_

7.3 Date of organization: \_\_\_\_\_

7.4 State of organization: \_\_\_\_\_

7.5 President's name: \_\_\_\_\_

7.6 Vice President's name(s): \_\_\_\_\_

7.7 Secretary's name: \_\_\_\_\_

7.8 Treasurer's name: \_\_\_\_\_

8.0 If the Proposer (or any member, partner or joint venture partner of the Proposer) is an individual or an entity other than a corporation, partnership, limited liability company or joint venture, **include copies of organizational documents for all tiers certified by an appropriate individual** and describe such person or entity and name all principals (copy this section if necessary for multiple entities):

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The undersigned, being first duly sworn, deposes and says that \_(he/she)\_\_\_\_\_ is the \_(title)\_\_\_\_\_ of \_(company name)\_\_\_\_\_, which entity is a \_(shareholder, partner, joint venture member or other)\_\_\_\_\_ of \_(Proposer's name)\_\_\_\_\_, a \_(corporation, partnership, limited liability company, joint venture or other), the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]  
My commission expires:

# Form C

## Non-Collusion Affidavit

(To be signed by authorized signatory(ies) of Proposer)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(County)

Each of the undersigned, being first duly sworn, deposes and says that:

- A. The undersigned, being first duly sworn, deposes and says that (he/she) \_\_\_\_\_ is the (Title) \_\_\_\_\_ of (company name) \_\_\_\_\_, which entity is a \_\_\_\_\_ of (Proposer's name) \_\_\_\_\_, a \_\_\_\_\_, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.
- B. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the proposal, or of that of any other Proposer, or to secure any advantage against CDOT of anyone interested in the proposed Contract; all statements contained in the proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices, any breakdown thereof, AREs included in the Proposal, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, proposal depository or any member, partner, joint venturer or agent thereof to effectuate a collusive or sham proposal.
- C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other proposal, until after Award of the Contract or rejection of all proposals and cancellation of the RFP.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

[Seal]

\_\_\_\_\_  
Notary Public in and for said County and State

My commission expires: \_\_\_\_\_

[Duplicate or modify this form as necessary so that it accurately describes the entity making the proposal and so that it is signed on behalf of all partners, members or joint ventures of the Proposer.]

**FORM D**  
**BUY AMERICA BUILD AMERICA CERTIFICATION (FHWA)**

*(To be signed by authorized signatory(ies) of Proposer)*

The undersigned certifies that the construction of the project will meet the requirements of CDOT's Standard Specifications for Road and Bridge Construction, Standard Special Provisions, Revision of Section 106, Buy America and Build America, Buy America Requirements for Projects Containing \$500,000 or More in Federal-Aid Highway Funding.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# FORM E

## 2 CFR PART 180 & 2 CFR PART 1200

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

*(To be signed by authorized signatory(ies) of Proposer)*

The undersigned, under penalty of perjury, certifies that, except as noted below, to the best of its knowledge and belief, neither it nor the Proposer nor their respective principals:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from participating in covered transactions by any Federal department or agency;
2. Has within a three-year period preceding the Proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) or private agreement or transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, violating Federal criminal tax laws, receiving stolen property, making false claims, or obstruction of justice;
3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Has within a three-year period preceding the Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Shall knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, voluntarily excluded or disqualified from participation in the Project by including a certification in all contracts for lower tier covered transactions and all solicitations for lower tier covered transactions that the prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from participating in covered transactions by any Federal department or agency.

If there are any exceptions to this certification, insert the exceptions in the following space:

\_\_\_\_\_  
[Specify exceptions above, if any]

Exceptions will not necessarily result in denial of award of the Project Agreement, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**FORM F**  
**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**  
*(To be signed by authorized signatory(ies) of Proposer)*

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

*[Duplicate and modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer.]*

**FORM G**  
**CERTIFICATION OF COMPLIANCE WITH EQUAL OPPORTUNITY CLAUSE**  
**REQUIREMENTS**

*(To be signed by authorized signatory(ies) of Proposer)*

**Equal Employment Opportunity Certificate**

[Proposer/Subcontractor Name] \_\_\_\_\_  
certifies that (1) [it/he/she] has \_\_\_\_\_ has not \_\_\_\_\_ [mark one blank] developed affirmative action programs on file at each establishment pursuant to 41 CFR § 60-4 and (2) [it/he/she] has \_\_\_\_\_ has not \_\_\_\_\_ [mark one blank] participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where require, [it/he/she] had filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR § 60-1.7 (b)(1)), and must be submitted by Proposers and proposed subcontractors only in connection with contracts and subcontract which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are listed in 41 CFR § 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR § 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, US Department of Labor.

**FORM H**  
**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_, by and among the Colorado Department of Transportation ("CDOT"), and \_\_\_\_\_, ("Proposer"), with reference to the following facts:

- A. CDOT has issued a Request for Proposals (the "RFP") for development of the US 160 Elmore's Corner to Dry Creek, Design-Build Project (the "Project").
- B. Proposer has submitted to CDOT a proposal (the "Proposal") in response to the RFP.
- C. As part of the Proposal, Proposer is submitting one copy of all information regarding the assumptions made in calculating the prices submitted to CDOT with the Proposal, as required in ITP of the RFP, in separately sealed and labeled boxes ("EPDs").
- D. CDOT and Proposer, upon mutual agreement, may employ the services of Escrow Agent to act as the escrow holder for the limited purposes set forth below. The Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement. The EPDs may be escrowed at a Banking Institution, or at a mutually agreed secure location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Deposit. Proposer hereby deposits with Escrow Agent the EPDs. Escrow Agent hereby acknowledges receipt of such EPDs, and such EPDs shall be held in escrow under the terms and conditions of this Agreement.
2. Holding of EPDs. Escrow Agent shall hold the EPDs in escrow in a designated area on the premises of Escrow Holder located at \_\_\_\_\_, on a confidential basis. The EPDs shall be stored in an area that is locked at all times. No third party, including the employees of Escrow Agent, shall be allowed access to any of the EPDs, provided that employees of Escrow Agent shall have access to the locked area for other purposes.
3. Release of EPDs. Escrow Agent shall release the EPDs as follows:
  - A. Escrow Agent shall release the EPDs to Proposer, and Proposer shall pick up the EPDs at Proposer's expense, upon delivery by CDOT of a certificate from the Project Director certifying that CDOT has determined not to enter into a contract with Proposer.
  - B. Escrow Agent shall release the EPDs to CDOT at such time as CDOT and the selected Proposer are ready to start Contract negotiations (or upon CDOT's selection of a Proposer if negotiations are not commenced) upon delivery of mutual instructions to Escrow Agent by CDOT and Proposer.
4. Representation and Warranty. Proposer represents and warrants to CDOT that, prior to delivery of the EPDs to Escrow Agent, the EPDs were personally examined by an authorized representative of Proposer and that they meet the requirements of the RFP and are sufficient to enable a complete understanding and interpretation of how Proposer arrived at its proposal prices.
5. Rights of Escrow Agent. If conflicting demands are made or notices served upon Escrow Agent with respect to this escrow, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following:
  - A. withhold and stop all further proceedings in, and performance of this escrow;
  - B. file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves;
  - C. deliver all EPDs with seals intact to another location to be selected by CDOT within 30 days after Escrow Agent delivers notice thereof to CDOT.

6. Fees. Proposer shall be responsible for any escrow fees.
7. Notices. All notices, which may or are required to be given or made by either party hereto to the other shall be in writing. Such notices shall be either personally delivered or sent by registered mail, postage prepaid, to:

If to the Proposer:

If to CDOT:

David Valentinelli, PE, Project Director  
 Colorado Department of Transportation - Region 5  
 3803 N Main, Suite 100  
 Durango, CO, 81301

If to the Escrow Agent: (Identify Escrow Agent here if mutually agreed to)

Or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

1. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
2. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.
3. Governing Law. The laws of the State of Colorado shall govern this Agreement.
4. Attorney's Fees. In any action by or against the other party directly or indirectly arising out of or in connection with this Agreement, the parties agree that each party shall bear its own attorneys' fees and other costs incurred in the action and in preparation for said action and any subsequent appeal. Proposer agrees to indemnify and hold Escrow Agent harmless from and against all costs, expenses, and attorneys' fees in connection with any such action.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

“CDOT”

COLORADO DEPARTMENT OF TRANSPORTATION

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

“PROPOSER”

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Escrow Agent hereby accepts the escrow provided for in this Agreement, only to the extent of the escrow provisions.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# FORM I

## KEY PERSONNEL INFORMATION

Name of Proposer: \_\_\_\_\_

**PROPOSED KEY PERSONNEL**

Position	Name	Key Personnel Included in SOQ (Yes or No)	Employer's Firm Name
Design-Build Project Manager			
Design Manager			
Construction Manager			
Quality Control Administrator (QCA)			
Environmental Compliance Manager			
Civil Rights Compliance Manager			
Utility Manager			

Include CDOT Approval letter for Key Personnel not included in SOQ.

ADDITIONAL PROPOSED KEY PERSONNEL (If Applicable)

Position	Name	Key Personnel Included in SOQ (Yes or No)	Employer's Firm Name

Include CDOT Approval letter for Key Personnel not included in SOQ.

**FORM K**  
**OPTION PRICE FORM (Not required for Proposal to be declared responsive)**

Option	Option Price
	\$
	\$
	\$
	\$
<b>Total Price for all Options</b>	<b>\$</b>

Submitted By: \_\_\_\_\_  
Authorized Signature

On Behalf of: \_\_\_\_\_  
Proposer's Name

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



# FORM M

## OPINION OF COUNSEL

[Letterhead of Independent Law Firm or In-house Counsel - Must be licensed to practice in Colorado]

Proposal Date:

David Valentinelli, PE, Project Director  
Colorado Department of Transportation - Region 5  
3803 N Main, Suite 100  
Durango, CO 81301

Re: Request for Proposals (“RFP”) for US 160 Elmore’s Corner to Dry Creek, Design-Build Project (the “Project”), Contract No. \_\_\_\_\_ (“Contract”); \_\_\_\_\_ (the “Proposer”)

XXXXX:

[Describe relationship to Proposer and its joint venture members, general partners, and any other entities whose approval is required in order to authorize delivery of the proposal.] This letter is provided to you pursuant to Section 6.0 of the Instructions to Proposers contained in the RFP.

In giving this opinion, we have examined \_\_\_\_\_. We have also considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable. [if certificate used/obtained from Proposer, such certificate should also run in favor of CDOT and should be attached to opinion]

In making this response we have assumed that all items submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine.

Subject to the foregoing, we are of the opinion that:

1. [Opinion regarding organization/formation and existence of Proposer [if partnership/joint venture, add: and each of its joint venture members and general partners] and that Proposer has corporate power to own its properties and assets, to carry on its business, to enter into the Contract and to perform its obligations under the Contract.]
2. [Opinion regarding good standing and qualification to do business in State of Colorado for Proposer.]
3. [Opinion that Contract has been duly authorized by all necessary corporate action on the part of the Proposer and the Contract has been duly executed and delivered by Proposer.]
4. [Opinion that the Contract constitutes a legal, valid and binding obligation of the Proposer enforceable against the Proposer in accordance with its terms; if partnership/joint venture, add: and its joint venture members/general partners.]
5. [Opinion that all required approvals have been obtained with respect to execution, delivery and performance of the Contract; and that the Contract does not conflict with any agreements to

which Proposer is a party [if partnership/joint venture, add: and its joint venture members/general partners are a party] or with any orders, judgments or decrees by which Proposer is bound [if partnership/joint venture, add: and its joint venture members/general partners are bound.]]

6. [Opinion that execution, delivery and performance of all obligations by Proposer under the Contract does not conflict with, and is authorized by, the articles of incorporation and bylaws of Proposer [if partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership; if joint venture, replace articles of incorporation and bylaws with joint venture agreement; if limited liability company, replace articles of incorporation and bylaws with operating agreement and certificate of formation.]]
7. [Opinion that execution and delivery by the Proposer of the Contract do not, and the Proposer's performance of its obligations under the Contract will not, violate any current statute, rule or regulation applicable to the Proposer or to transactions of the type contemplated by the Contract.]..

**FORM N**  
**PAYMENT BOND**

**US 160 Elmore's Corner to Dry Creek Design-Build Project**

Bond No. \_\_\_\_\_

WHEREAS, the Colorado Department of Transportation ("CDOT") (referred to herein as "Obligee"), have Awarded to \_\_\_\_\_, a \_\_\_\_\_ ("Principal"), a Design-Build Contract for the US 160 Elmore's Corner to Dry Creek Design-Build Project dated as of \_\_\_\_\_ (the "Contract"), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing payment of claims as described in C.R.S. §§ 38-26-105 through 38-26-107 concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, Principal and \_\_\_\_\_, a \_\_\_\_\_ ("Surety"), an admitted surety insurer in the State of Colorado, are held and firmly bound unto Obligee in the amount of \$\_\_\_\_,000,000 (the "Bonded Sum"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any of the persons named in C.R.S. §§ 38-26-105 through 38-26-107, with respect to the Work, then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents (as defined in the Contract) are incorporated by reference herein.
2. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement or extension of time.
3. Correspondence or claims relating to this bond should be sent to Surety at the following address:

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

4. This bond shall inure to the benefit of the persons named in C.R.S. §§ 38-26-105 through 38-26-107 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of \_\_\_\_\_.

Principal: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

Surety: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# FORM O

## PERFORMANCE BOND

### US 160 Elmore's Corner to Dry Creek Design-Build Project

Bond No. \_\_\_\_\_

WHEREAS, the Colorado Department of Transportation ("CDOT") (referred to herein as "Obligee"), have Awarded to \_\_\_\_\_, a \_\_\_\_\_ ("Principal"), a Design-Build Contract for the US 160 Elmore's Corner to Dry Creek Design-Build Project dated as of \_\_\_\_\_, 2026 (the "Contract"), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents (as defined in the Contract) concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, Principal and \_\_\_\_\_, a \_\_\_\_\_ ("Surety"), an admitted surety insurer in the State of Colorado, are held and firmly bound unto Obligee in the amount of \$\_\_\_\_,\_\_\_\_.00 (the "Bonded Sum"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents are incorporated by reference herein.
2. This bond specifically guarantees the performance of each and every obligation of Principal under the Contract Documents, as they may be amended and supplemented, including but not limited to its liability for Liquidated Damages and Warranties as specified in the Contract Documents, but not to exceed the Bonded Sum.
3. The guarantees contained herein shall survive the final completion of the design and construction called for in the Contract Documents with respect to those obligations of Principal, which survive such final completion.
4. Whenever Principal shall be, and is declared by Obligee to be, in default under the Contract Documents, provided that Obligee is not then in material default thereunder, Surety shall promptly:
  - A. Remedy such default;
  - B. Complete the Project in accordance with the terms and conditions of the Contract Documents then in effect; or
  - C. Select a contractor or contractors to complete all Work for which a notice to proceed has been issued in accordance with the terms and conditions of the Contract Documents then in

- D. Select a contractor or contractors to complete all Work for which a notice to proceed has been issued in accordance with the terms and conditions of the Contract Documents then in effect, using a procurement methodology approved by Obligee, arrange for a contract between such contractor or contractors and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the unpaid balance of the Contract Price; but not exceeding, including other costs and damages for which Surety is liable hereunder, the Bonded Sum.
- 5. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement or extension of time.
- 6. Correspondence or claims relating to this bond should be sent to Surety at the following address:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
- 7. No right of action shall accrue on this bond to or for the use of any entity other than Obligee or its successors and assigns.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of \_\_\_\_\_.

Principal:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

# FORM P

## COMPLETION DEADLINES

Name of Proposer \_\_\_\_\_

	Proposed Completion Deadline Dates/Durations
1. Deadline for Project Completion	
2. Deadline for Final Acceptance	
3. Deadline for Acceptance of As-Constructed Documents	
4. Additional Project Milestone Deadline Dates/Durations (If Proposed)	
5. <b>Final Acceptance Deadline:</b> 90 Days after Project Completion	

Notes: Completion Dates shall be set forth as fixed date (i.e. month, day and year). Durations shall be set forth as Calendar Days

## FORM Q

### ADDITIONAL REQUESTED ELEMENTS (AREs) FORM

Additional Requested Elements (AREs) (Indicate Complete AREs)	Included in Proposal (Put an X in appropriate column: if ARE is provided and is complete indicate Yes. If ARE is not complete indicate No.)		Partial AREs (if partial ARE is included indicate Yes.)
	No	Yes	Yes

#### CERTIFICATION

I, \_\_\_\_\_, hereby certify that I am the authorized representative of \_\_\_\_\_, and that \_\_\_\_\_ agrees to perform all of the AREs that are checked above, as they are described in this ITP, as part of \_\_\_\_\_ Proposal. The AREs identified above are Fixed Prices included within the Proposer's Contract Price.

Date: \_\_\_\_\_, 2026

# FORM R

## ADDITIONAL DESIGN EXCEPTIONS FORM

No.	Applicable Standard as listed in Book 3		Existing Standard (verbatim from standard)	Proposed Revision	CDOT Response For CDOT Use Only	FHWA Response For FHWA Use Only
	Originator	Title				

# FORM T

## UPSET AMOUNT DETERMINATION

*(To be signed by authorized signatory(ies) of Proposer/Major Participant)*

Proposer Name \_\_\_\_\_

Is the Proposer's Price (Form J) less than or equal to the Upset Amount of \$115,000,000.00  
(check one)?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_