Bidders are hereby instructed that the drawings, specifications, and other contract documents are modified, corrected, supplemented and/or superseded for the above-mentioned project as hereinafter described in the following attachments:

I. Questions and Answers:

Q1. Tab 5 section Safety and quality – is the city looking for a 3rd party Quality Control Manager with credentials implementing a quality program to ensure quality on a project? As contractors we typically don’t have individuals on staff with specific duties and credentials directly related to quality control who are not involved in production, although large construction companies may have these individuals in-house. Typically, our project managers and site supervisors are ultimately responsible for quality control on a project. Please clarify the expectation for the Quality Manager position.

A1. The City is looking for details regarding how Contractors intend to achieve quality workmanship and deliver projects that meet or exceed requirements. If quality is the responsibility of multiple persons, identify those individuals, and provide the details as requested by the RFQ.

Tab 4 of the RFQ shall be revised to state, “Provide the person or persons responsible of ensuring quality work”.

Q2. Section 1.A. of the RFQ indicates part of the scope may include “Preconstruction services such as constructability, scheduling, risk, estimate reviews, and independent cost estimates.” Can you confirm that any of the on-call contractors selected to perform these services will NOT be precluded from then bidding the construction portion of that particular scope of work?

A2. Questions regarding the potential preclusion of on-call contractor firms will not be responded to in this addendum. Individual cases must be submitted to pw.procurement@denvergov.org for evaluation, when bidding on a construction portion of a particular scope of work.

Q3. In regard to insurance carried by potential subcontractors on each work scope, the contract language states that:

“All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor.”

In particular, you require $1M/ $2M limits on Pollution Liability. This may be an issue for many smaller subcontractors (including M/WBE’s). The contract allows for the GC to include the subs on their own policy, but many GC’s will not add subcontractors directly to their own pollution coverage. Will there be waivers on the requirement for subcontractors to carry the same insurance limits as the Prime Contractor?

A3. The City’s intent is to always require the same insurance, but this requirement may be waived by the City according to a specific scope of work. Regarding professional and pollution liability coverages, these are 2 types of coverage the City may waive the subcontractor’s carrying, depending on the subcontractor’s scope of work.

In this case, if the pollution coverage carried by the prime contractor covers the entire project (including work of the subcontractor’s), the City can waive that requirement.
Q4. In Section 4 – Submittal Requirements, Tab 1A, Contractor Profile, Section E, Bonding, we are asked to include a letter from Surety affirming the appropriate bonding capacity. Can this letter be excluded from the 25 total page count allowed for the RFQ response?
   
   A4. Yes, the letter will be excluded from the 25 total page count. The RFQ shall be revised accordingly.

Q5. Will the contractor be compensated for the time to develop the mini-bids if they are not awarded a work order?
   
   A5. There will be no direct compensation for the time and effort required to respond to mini-bids.

Q6. Is there a minimum work order amount anticipated?
   
   A6. No, a minimum work order limit has not been established.

Q7. Please clarify the required insurance limits to be carried for the prime contractor in the On-Call contract agreement?
   
   A7. Please see below:

   **Worker’s Compensation:**
   Limits of $100,000.00 for each bodily injury occurrence claim, $100,000.00 for each bodily injury caused by disease claim, and $500,000.00 aggregate for all bodily injuries caused by disease claims.

   **Commercial General Liability:**
   Limits of $1,000,000.00 for each occurrence claim, $1,000,000.00 for each personal and advertising injury claim, and $2,000,000.00 products and completed operations aggregate, and $2,000,000 policy aggregate.

   **Business Automobile Liability:**
   Limits of $1,000,000.00 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contract.

   **Builder’s Risk or Installation Floater:**
   Limits equal to the completed value of the project.

   **Contractors Pollution Liability:**
   Limits of $1,000,000 per occurrence and $2,000,000 policy aggregate.

Q8. Please provide required insurance limits to be carried by any subcontractors to the prime contractor in the On-Call contract agreement?
   
   A8. See answer to question #3, above.

Q9. Will there be Federal funding to the Task Orders?
   
   A9. Federal Funding is not anticipated to be included on work orders issued through this contract.

Q10. Are rates required to be compliant with Federal Acquisition Regulation?
   
   A10. Rates submitted should not conflict with the Federal Acquisition Regulation, but the City does not formally use that as our measure like State and Federal entities do. That said, the rates submitted will be considered when determining contractor selection on a work order basis.

Q11. SC-14: Clause is unclear. Title 13 of the GC’s does not have an article 20, or part 8. Also, Title 13 of the GC’s references Disputes, where SC-14 references Colorado Revised Statutes regarding defects. Please clarify.
   
   A11. This is not referencing the General Conditions, but rather the Colorado Revised Statutes. That section of the statute is known as the Construction Defect Action Reform Act, which is what the contractor is asked to waive.

A12. SC-25 references Title 2002 of the General Conditions, titled: Final Completion and Acceptance of the Work

END OF ADDENDUM NO. 1