Firms are hereby instructed that the RFQ documents are modified, corrected, supplemented and/or superseded for the above-mentioned project as hereinafter described:

ATTACHMENTS
- Update to bonding requirement in Tab 2. Redlined RFQ attached
- SC-14 has been updated and SC-17 has been corrected. Redlined sample agreement attached
- Updated Hourly Rate Sheet attached as referenced on A8 and A16

REVISIONS TO THE BID DOCUMENTS
- The prequalification requirement has been modified to:
  - 2A General Building (Unoccupied Building) OR 2B General Building (Occupied Building) at the $6,000,000.00 monetary level
- Bonding requirement changes to $3,000,000 in Tab 2 – Contractor Profile. Redlined RFQ attached.

QUESTIONS/ANSWERS
Q1. Does the Workforce plan count toward the page count? Is this to just be an outline or a full blown plan?
A1. Please see section 3.M of the RFQ for Workforce plan requirements

Q2. It was stated that resumes, the MWBE plan, Contract Comments, pricing and the Workforce plan do not count toward page count. Wanted to verify that and to verify that the page count is 20?
A2. That is correct.

Q3. There is a page limit of 20 pages. It does not say that resumes are not affected by the page limit. As this is an on-call contract, we will have multiple resumes to include. Can these resumes not be included in page count?

Q4. At the end of the presubmittal meeting for the Large On Call RFQ, it was noted that team resumes, as well as the EDI and Workforce plans do not count toward the page count, however in the RFQ I can only find that the EDI plan does not count toward the total page count. Please confirm the following:
  - Please confirm that team member resumes don’t count toward the total RFQ response page count.
  - Please confirm that the Workforce plan does not count toward the total RFQ response page count.
A4. That is correct.

Q5. Can you please confirm if there's any federal funding, support, or involvement in this pursuit? If so what are the sources and requirements?
A5. There is no federal funding, support, or involvement at this time.
Q6. During the mandatory pre-bid meeting, it was indicated that firms need to have an updated SAM registration, but a review of the RFQ shows no mention of that. Can you please confirm if the SAM registration is required for this pursuit?

A6. System for Award Management (SAM) registration is a requirement for contract award. While it is not required to submit a proposal, the registration process can be time consuming, so we suggest you register or renew your registration as soon as possible, if necessary.

Q7. Can you please advise if litigation disclosure counts towards the overall page count?

A7. That is correct.

Q8. Hourly rates were requested for a number of classifications, can you please advise what role will fall under ‘Construction Management Services’? (Reference – Tab 9 on page 15, and Attachment 2 – Hourly Rates)

A8. The Hourly Rate Sheet will be revised to include a Construction Manager and Project Manager classifications and has been attached to this addendum.

Q9. The insurance requirements list Professional Liability (Errors & Omissions). This coverage is usually reserved for professional services, such as architects, engineers, designers. Is it your intention to require Professional Liability coverage for General Contractors under this contract?

A9. The Prime Contractor is able to transfer the risk to any subcontractors they may hire. If they do not know who the sub-contractors will be at the time of proposal, they can make a note that their professional subcontractors will carry PL and the Prime, as well as the City, will be named additional insured per the contract terms. The Prime will not have to carry the PL insurance themselves.

Q10. Special Contract Conditions - SC-17 states: “No Work Order Notice to Proceed will issue and no Work will commence until such time as the Contractor has complied with all administrative requirements for that particular Work Order under SC-15 PERFORMANCE AND PAYMENT BOND.” The correct subheading is SC-14 PERFORMANCE AND PAYMENT BOND. SC-15 is titled PROPOSAL REQUEST PRICING. Please amend.

A10. SC-14 in the sample agreement has been revised.

Q11. Section 5 – Submittal Requirements - Would the City like offerors to provide a table of contents with the submission and if so, will it be outside of page count?

A11. It is up to the submitter and can fall outside of page count.

Q12. Section 5 – Submittal Requirements - For graphics, tables, charts and figures will the City allow the text to be no smaller than 8 point font?

A12. Yes.

Q13. Section 5 – Submittal Requirements - Please confirm per the Pre-Submittal Meeting that Tab 3 – Personnel Qualifications and Tab 10 – Workforce Development are not included in page count.

A13. That is correct.

Q14. Section 5 – Submittal Requirements, Tab 2 – Contractor Profile - Is the required Surety letter considered a required form and therefore outside of page count?

A14. That is correct.

Q15. Section 5 – Submittal Requirements - Will the Government allow for the use of 11x17 size paper for tables, charts, figures and graphics? If so, will you allow for each 11x17 fold-out to count as one page?

A15. Yes
Q16. Tab 9 – Pricing on page #15 of the RFQ asks for rates for the various staff that would be associated with projects. Several questions on this:
  • Can you clarify the difference between the General Contractor Superintendent and On-Site General Contractor Supervision? We consider the Superintendent to be our on-site supervision and as such wanted to verify the intent behind this position?
  • The City considers these to be similar. Please include the rate for the classification your firm will be utilizing (or the same rate for each, in your scenario). We did not see the request for billing rates for the following staff that are integral to our construction projects, depending on the size and / or scope of the project. As such, can you confirm that it would be acceptable to submit rates for the following staff:
    o Project Engineer
    o Field Engineer
    o Safety / HSE Manager
    o Senior Project Manager (oversight)
A16. Yes, those rates are acceptable additions and will be added to the Hourly Rate Sheet attached to this addendum.

Q17. Attachment 2 – can you confirm our understanding of the pricing form information that the markup % to be proposed by Contractors would only apply to the direct cost of work, and not to any staff costs, insurances, or bond costs? If so, we would need to submit a higher markup to achieve the desired markup / fee for the overall cost of a project, since we cannot mark up the said items, correct?
A17. Markup % only applies to direct costs. Other costs associated with the project, such as insurance or bond is reimbursed at cost without markup allowed per General Conditions.

Q18. Please clarify: are you requiring each awarded contractor to provide a $25 Million Performance and Payment Bond with the executed contract documents? A bond of this size, required at the time of the contract award, will tie up $25 Million of the overall surety credit available to the contractor, and may limit the other work the contractor may pursue.
A18. The bonding requirement has been reduced to a $3,000,000 Performance and Payment Bond. As referenced in the revisions to the bid document section above.

Q19. How will contractors bill for these bonds, plus the surcharges associated with a 36-month Bond?
A19. Billing for bonds will be at the time of Work Order. See additional information related to the initial Bond and Bond riders issued as part of this addendum.

Q20. How is the City and County of Denver going to pay for these bonds? Subsection D of Section SC-15 Proposal Request Pricing in the provided Sample Agreement states: "Bonds, Insurance, Permits and Taxes shall be reimbursed at the actual cost associated with all required bond riders, insurance, permits, licenses, and sales, use or other taxes related to the Work." Bonds at this level will be between $100,000 - $200,000 (or more), plus surcharges, for each awarded contractor.
A20. See above.

Q21. This is the first Large On-Call the City has ever put out to bid that is using a prequalification level above $3 Million, which requires a Certified (not Reviewed) Audited Financial Statement. With no indication DOTI would make this kind of unprecedented jump, some companies did not prepare for Certified Audited Financials (which can cost over $20,000) when they conducted their year-end audits. These companies did not expect this level of prequalification, when for over 20 years the prequalification level has been at $3 Million. Is a prequalification at the 2A/2B $3 Million level sufficient to participate in most of the projects that will come out for mini-bid under this Large On-Call? Will mini-bids for projects over $6 Million be targeted at companies that are already qualified at those higher levels?
A21. The City has revised the prequalification requirement to Category 2A OR 2B at the $6 million dollar level. With no Work Order cap restriction on these new contracts, the City has made a decision to require a higher prequalification level than what has been required in the past.

Q22. Will DOTI reimburse the Contractor for the "actual cost," which includes taxes, of the Textura fees? Textura Construction Management is directly related to the Work as a requirement of the Contract, and Textura charges users Denver City Sales Tax of 4.81%. Subsection D of Section SC-15 Proposal Request Pricing in the provided Sample Agreement states, "...shall be reimbursed at the actual cost associated with all required bond riders, insurance, permits, licenses, and sales, use or other taxes related to the Work."
A22. No, DOTI will not reimburse for taxes on the Textura fees.

Q23. Please clarify how GC Bid list will be determined for each work order? Is it based on volume of the job or other factors?

A23. Bidding pools are based on a number of factors including, availability, qualifications provided in the RFQ, progress towards MWBE compliance, previous experience with a given facility or project site, available capacity, remaining capacity, equity of opportunity provided, etc. The City encourages firms to continually communicate with DOTI to understand interest and availability of staffing and applicable market conditions related to project delivery.

Q24. Do we need to submit a MWBE EDI Plan from a previous job or just our general approach?

A24. Neither: do not submit a MWBE Equity, Diversity, and Inclusion (EDI) Plan from a previous job, nor just a general approach. Please submit a MWBE EDI Plan describing the firm’s plans for this project, which plan shall address each of the specific EDI Plan requirements for this procurement, listed in Section 6(5)(A-H) of the RFQ.

Q25. If we firms cannot bid on work orders, will be count against them in the future?
A25. It will not count against the firm.
• Sections shall be tabbed for easy reference.
• Proposals shall not exceed twenty(20) pages in length.
• This page limit is not affected by cover pages, divider sheets, comments relating to the Sample Agreement(s), or any other required forms.

Some requested information may overlap; it is at the Contractor’s discretion how their information will best be organized and presented among the tab sections. Submittals shall use the following sections and numbering:

**Tab 1 – Letter of Transmittal and Required Documents**
*(The contents of this tab do not count toward overall page limit)*

- **Cover Letter**: Clearly indicate the *single contact* (principal-in-charge/Contract Manager/etc.), mailing address, telephone, and email address that will be used as a single point-of-contact should a contract be awarded. Detail unique features of the organization and the project team that makes the Contractor uniquely suited to undertake this specific project. Acknowledge receipt and compliance with any addenda issued during the procurement.
- **Affirmative Statement**: Include an affirmative statement regarding willingness to comply with Insurance and Indemnity requirements listed within the Sample Agreement.
- **Certificate of Good Standing**: Include Certificate of Good Standing from Colorado Secretary of State website.
- **Diversity and Inclusiveness**: Contractors shall include a copy of completed Diversity and Inclusiveness* in City Solicitations Information Request Form. To complete form, click on the following link: Diversity and Inclusiveness* in City Solicitations Information Request Form (openforms.com)

**Tab 2 – Contractor Profile**

- **Contractor Summary**: Summarize the On-Call Contractor’s organization and management. Include the number of years in operation, the location of the office in the Denver Metropolitan area, size of staff, and contact information including email addresses. The On-Call Contractor shall be required to assign sufficient personnel and provide full authority for decision making and immediate availability for the ongoing daily contact. Summarize the On-Call Contractor’s prequalification status including the categories of work and associated limits for prequalification, if applicable.
- **Litigation**: Identify and describe any current outstanding litigation.
- **Bidding Expertise**: Describe the methods used by your firm to select and utilize appropriate subcontractors, as necessary to conduct proposal request pricing and bidding.
- **Contractor Change Requests**: Describe the proactive methods, new technologies and technical expertise used by your contra to minimize change orders while providing quality construction. Describe how subcontractor change order requests are reviewed for validity before a Contractor Change Request is submitted. Describe how your firm ensures markup isn’t pyramidmed.
- **Bonding**: Provide affirmation of bonding capacity by including letter from Surety affirming bonding capacity of $25,000,000.00 (twenty-five million dollars) $3,000,000.00 (three million dollars) for initial bond, and ability for that bond, via riders, to reach the contract limit $25,000,000.00 (twenty-five million dollars).

**Tab 3 – Personnel Qualifications**

Provide resumes and/or biographical data for the key personnel and identify who will be the City’s consistent point of contact if awarded a contract. The data should focus on education, certifications, experience and
issued pursuant to the Contract Documents. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder.

**SC-14 PERFORMANCE AND PAYMENT BOND**

In accordance with the provisions of General Contract Conditions, Title 15, PERFORMANCE AND PAYMENT BONDS, the minimum bonding requirements for this Contract are set forth in the form CITY AND COUNTY OF DENVER PERFORMANCE AND PAYMENT BOND contained in the Special Conditions Section of the Contract Documents. Upon notice of award, the contractor must cause this form bond to be purchased, executed and furnished, along with appropriate Powers of Attorney and a surety authorization letter (in form similar to the one attached), to the City in accordance with the instructions contained herein.

**SC-14 PERFORMANCE AND PAYMENT BOND**

Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work Orders performed hereunder. An initial bond in the amount of Three Million Dollars ($3,000,000.00) shall be provided at time of Contract Execution. In the event the dollar amount of Work to be performed exceeds this amount on any given Work Order, the Contractor shall provide properly executed bond Change Riders, also in the form included in these Contract Documents, in the amount(s) not less than 100% of all Work Orders issued. See Exhibit ___.

**SC-15 PROPOSAL REQUEST PRICING**

Title 9 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A. In order to initiate Work hereunder, the City must prepare and issue a Proposal Pricing Request, in the form included in these Contract Documents. For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor shall price the request and submit a completed Proposal Request Pricing Worksheet, in the form included in these Contract Documents and complying with the terms and conditions set forth on the form, to the Project Manager, with all supporting materials, within fourteen (14) consecutive calendar days of the date of issuance of such Proposal Pricing Request. The Contractor shall price each request and prepare the appropriate documentation in accordance with the requirements stated herein.

B. **Prices** – The City’s policy is to award Work Orders by a mini-bid process. If a mini-bid process is used, Contractor may submit lump sum prices. The selected Contractor shall provide detailed pricing information prior to executing a work order no matter the circumstances. When required by the City, the Contractor will provide unit prices for all costs associated with each work item in the Proposal Request Pricing Worksheet. All labor, material, equipment, overhead and profit costs shall be included in the unit prices for the listed items. The City will award the Work Order to the lowest responsive “Bid –” in the Proposal Request Pricing Worksheet. See Exhibit__.

Direct labor costs shall include only the cost associated with the workers who actually perform the Work (including fringe benefits and the Contractor’s actual cost for Worker’s Compensation, Social Security and Payroll taxes). The costs of supervision, management and field or office overhead costs shall not be included or calculated as direct labor cost. For shop or plant components of the Work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.

Material costs shall include the direct costs of materials, supplies and equipment incorporated in or consumed by the Work. The costs shall be based on buying the material, supplies and equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. Equipment costs shall be the actual cost to the Contractor of owned and/or rented equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.
SC-17 WORK ORDER NOTICE TO PROCEED
GC-302 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Following the issuance of any fully executed Work Order hereunder, a Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order will be issued by the Director. The Contractor agrees to commence the Work in accordance with that particular Work Order within ten (10) consecutive calendar days of the date of the Work Order Notice to Proceed. No Work Order Notice to Proceed will issue and no Work will commence until such time as the Contractor has complied with all administrative requirements for that particular Work Order under SC-1415 PERFORMANCE AND PAYMENT BOND. Thereafter, the Contractor shall prosecute the Work to be accomplished under the Work Order at such time and place as the Work Order directs and shall fully complete in every detail all specified Work in accordance with the terms and conditions of the Work Order and the provisions of these General Contract Conditions and Special Contract Conditions.

SC-18 PROGRESS PAYMENTS FOR WORK ORDERS
The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System (CPMS) for this Project. Contractor further agrees that, to the fullest extent possible within the CPMS, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPMS, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPMS that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1
In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be the Project Manager assigned to each Work Order:

In accordance with General Contract Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor’s payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.
4. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors’ Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

* If subcontractor or supplier payments are disbursed via Textura® CPMS, those systems generated Final/ Partial Release of Certification Form and CCP forms are acceptable.

Title 20, 2003 Final Settlement, section .2, item F is modified to read as follows:

F. At time of request for final payment, Contractor shall submit a complete and final, unconditional waiver or release of any and all lien and claim rights for all labor, equipment, and material used or furnished to complete the Work in the form and format generated within the Textura CPMS. Contractor shall also return an executed Certificate of Contract Release (above), upon request from the City.

SC-19 WORK ORDER CHANGES
Title 11 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:
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<th>Classification</th>
<th>Hourly Rate</th>
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<td>General Contractor Project Manager</td>
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<td>General Contractor Superintendent</td>
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<td>On-site General Contractor Supervisor</td>
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<td>Estimating/Pricing Services</td>
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<td>Senior Project Manager</td>
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