

FINAL RFP – ADDENDUM NO. 1

CHANGES TO INSTRUCTIONS TO PROPOSERS

2.1.1 Alternative Configuration Concepts and Technical Approaches

Delete the third paragraph and substitute the following:

No changes to the Basic Configuration, AREs or portions of AREs, or to the Quality Management, Geotechnical and Pavement, Earthwork, Drainage, Roadways, Structures, Maintenance of Traffic, Public Information, Modifications to the Standard Specifications requirements, and Aesthetic Treatment Concepts will be permitted unless they have been Approved by CDOT under this Section 2.1.1.

3.7 Volume V – Price Information

Delete the first paragraph and substitute the following:

Volume V shall include:

Price Information (Form J); and

DBE information and forms.

If the Proposer does not meet the DBE Goal on Form 714 and submits a Form 718, all supporting documentation and information for the Form 718 must be submitted with the Proposal. If the Proposer does not submit all of its supporting documentation with its Proposal, the Proposal will be considered non-responsive and the Proposer shall NOT receive a Stipend.

3.7.2 Disadvantaged Business Enterprises/Subcontracting and Small Business Requirements

Delete the subsection text and substitute the following:

The Proposer shall submit the following information:

1. DBEs that the Proposer will use to meet the DBE goal for the Project on Form 715 attached to the DBE Special Provision in Exhibit A of Book 2, Section 19. If the Proposer submits Form 714, it must submit an executed Form 715 within five days after the Proposal Due Date.
2. An ESB Plan that is in accordance with Book 2 Section 19.
3. The name, experience, qualifications, and responsibilities of the Civil Rights Compliance Manager.
4. An affidavit signed by a responsible company official certifying that all necessary and reasonable steps to follow the DBE Plan and the ESB Special Provision, and to allow DBE and small business firms to compete and perform on the Project, are being performed.

4.3.2 Points Available for Sections Two, Three, and Four

Delete the Section Two table and substitute the following:

SECTION TWO

Provide a Quality Product	Points														
Approach and Commitments for the Quality Program Manual	14														
Project Management Plan	9														
Environmental Compliance Approach and Commitments	3														
Safety Program Approach and Commitments	3														
Submits percentages of dollars to be awarded to DBE Professional Services Firms as a part of the Contractor's effort to meet the DBE goal. These will be awarded as follows:	5														
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding-right: 20px;">Percentage of Contract Dollars to be awarded to DBE Professional Services Firms</th> <th style="text-align: left;">Number of Points Awarded</th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">.30% or more of the Contract Price</td> <td style="padding-left: 20px;">5</td> </tr> <tr> <td style="padding-left: 20px;">.25% to .29% of the Contract Price</td> <td style="padding-left: 20px;">4</td> </tr> <tr> <td style="padding-left: 20px;">.20% to .24% of the Contract Price</td> <td style="padding-left: 20px;">3</td> </tr> <tr> <td style="padding-left: 20px;">.15% to .19% of the Contract Price</td> <td style="padding-left: 20px;">2</td> </tr> <tr> <td style="padding-left: 20px;">.10% to .14% of the Contract Price</td> <td style="padding-left: 20px;">1</td> </tr> <tr> <td style="padding-left: 20px;">Less than .1% of the Contract Price</td> <td style="padding-left: 20px;">0</td> </tr> </tbody> </table>	Percentage of Contract Dollars to be awarded to DBE Professional Services Firms	Number of Points Awarded	.30% or more of the Contract Price	5	.25% to .29% of the Contract Price	4	.20% to .24% of the Contract Price	3	.15% to .19% of the Contract Price	2	.10% to .14% of the Contract Price	1	Less than .1% of the Contract Price	0	
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Less than .1% of the Contract Price	0														
Subtotal Points:	34														

5.6 Withdrawal of Proposal After Proposal Due Date

Delete the subsection text and substitute the following:

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.

CHANGES TO BOOK 1 - CONTRACT

7.2.1 Disadvantaged Business Enterprises and Emerging Small Business Policies

Delete the subsection text and substitute the following:

The Contractor shall comply with CDOT's Design-Build Disadvantaged Business Enterprises (DBE) Special Provision in Book 2, Section 19 and Emerging Small Business (ESB) Special Provision and Consultant Information, both in Book 2, Section 19, ensuring that DBEs and ESBs shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The Contractor shall either meet DBE goal of 10 percent established for the Project, or shall make a good faith effort to meet the DBE goal. The Contractor is encouraged to use small DBE firms and to package areas for subcontracting and sub-consulting in small packages to meet its DBE participation goal.

7.3 Limitation on Subcontracted Work

Delete the subsection text and substitute the following:

The Contractor shall perform at least 30 percent of the construction Work, and the Major Participant responsible for design shall perform at least 30 percent of the design Work. The percentage of construction Work sublet shall be determined by dividing the total dollar value of the Subcontracts for construction Work, excluding any Subcontracts with Major Participants but including any lower tier Subcontracts through Major Participants, by the portion of the Contract Price allocable to construction Work (as determined by CDOT). The percentage of design Work sublet shall be determined by dividing the total dollar value of the lower tier design Subcontracts by the total dollar value of the prime design Subcontract(s); (i.e. the Subcontract(s) between the Contractor and the Major Participant(s) responsible for design).

9.0 INSURANCE

Delete "Insurance amounts are under review"

9.2.2 Commercial General Liability Insurance

Delete Item 1. and substitute the following:

1. Limits of liability. General liability:
 - A. \$2 million - each occurrence.
 - B. \$4 million - general aggregate (annually). The general aggregate limit shall not be diminished by claims on other projects.
 - C. \$1 million - personal injury/advertising liability.

D. \$4 million - products/completed operations liability.

9.2.4 Excess (Umbrella) Liability Insurance

Delete the subsection text and substitute the following:

The Contractor shall provide Umbrella or Excess Liability insurance with limits of not less than \$2 million per occurrence and \$2 million annual aggregate which will provide bodily injury, personal injury and property damage liability at least as broad as the primary coverages set forth above, including Employer's Liability, Commercial General Liability and Commercial Automobile Liability, as set forth in Sections 9.2.1, 9.2.2, and 9.2.3.

9.2.6 Professional Liability Insurance

Delete Item 1. and substitute the following:

1. Limits of Liability will be at least \$2 million per claim and an aggregate of at least \$2 million.

19.0 PARTNERING, CLAIMS FOR ADJUSTMENT AND DISPUTES

Delete "UNDER REVIEW BY CDOT"

19.2.1 Mandatory Nature of Process

Delete the subsection text and substitute the following:

All Disputes between the Contractor and CDOT (or, as provided by Section 19.6.3, between the Contractor's Subcontractors and CDOT) that have not been resolved by the parties through the partnering process shall be resolved as provided by this Section. However, should the parties agree that a dispute review board may help resolve disputes before a formal claim develops, they may mutually agree to employ an on demand DRB as provided for in CDOT Standard Special Provision 105.22. Such agreement shall be memorialized through a Change Order.

CHANGES TO BOOK 2 – TECHNICAL REQUIREMENTS

SECTION 14 – SIGNING, PAVEMENT MARKING, SIGNALIZATION, LIGHTING, & ITS

14.2.4 Permanent Lighting

Add the following:

Pedestrian lights on 120th Avenue bridge over US-36 shall match type and color of those installed on adjacent Arista project: Kim Lighting – Solitaire 12 foot Model #SRS1.

SECTION 19 – MODIFICATIONS TO STANDARD SPECIFICATIONS

19.1.2.2 Standard Special Provisions

Add the following:

- Revision of Section 105 – Disputes and Claims for Contract Adjustments
- Disadvantaged Business Enterprise -Definitions And Requirements - For Design-Build Projects of Less Than \$40,000,000 and/or Design and Construction Time of Less Than Two Years

The following documents are included with this Addendum.

Word document of Section 105 – Disputes and Claims for Contract Adjustments

Word document of Revised DBE Standard Special Provision with changes tracked

Word documents with changes tracked of:

CDOT Form 205

CDOT Form 714

CDOT Form 715

CDOT Form 718

Excel file of revised CDOT Form 718

CHANGES TO REFERENCE DOCUMENTS

Replace file “US36 TypicalSection at 120th.pdf” with the following:

US36 Typical Section at 120th - Add 1.pdf - (revised EB median width between US36 and ramp from 30' to 24', added clarifying labels)