

ADDENDUM #2

PROJECT: Phase I Uncompahgre River Improvements Design-Build
BID NO: 19-013
FROM: Scott Murphy
DATE: April 22, 2019



Questions and Answers

1. *In Part 2.1 it states that the contractor will subcontract ERC. Will ERC provide a quote for their design services or will Montrose compensate them under a separate agreement and the subcontract is merely a formality?*

Answer: The intent of this language is that the general contractor and ERC are working directly together towards the project goals. Depending on the preference of the project team, this may either be accomplished by directly contracting with the general contractor or separately with the City. Under either scenario, pricing for this work would be determined post bid.

2. *The warranty provisions in the contract call out for 23 CFR 635.413 which are geared towards FHWA HHS projects. Will this provision still apply?*

Answer: The 23 CFR 635.413 standard (excerpt attached below) generally outlines the allowance of a warranty clause and its limitations. Because it does not include specific warranty conditions, the City prefers to keep this reference in the contract for consistency in our contract documents.

3. *Section 3.1 "Proposal Format" (Project Schedule) references schedule to match Section 3.3, but the document goes from Section 3.2 to 4.0. Please clarify this discrepancy.*

Answer: This was a typographical error. Section 3.3 was incorrectly labeled as Part 4 - Schedule.

4. *Will the provided Civil 3D model be complete and just require a conversion to our GPS product-specific format?*

Answer: The format and elements required for the project's Civil 3D model will be determined post bid with the contractor and ERC. The general intent is to understand the preferred format early in the project so the model may be built to match equipment requirements throughout design.

Clarifications and Additions

1. None this addendum

Plan Revisions

1. Within the RFQ document statement of work, "Part 4 – Schedule" is hereby renamed to "Section 3.3 – Schedule."

Acknowledgement in Receipt of Addendum

FIRM NAME: _____

BY:(Printed) _____

BY:(Signature) _____ TITLE: _____

Federal Highway Administration, DOT

§ 635.417

(c) A State transportation department may require a specific material or product when there are other acceptable materials and products, when such specific choice is approved by the Division Administrator as being in the public interest. When the Division Administrator's approval is not obtained, the item will be nonparticipating unless bidding procedures are used that establish the unit price of each acceptable alternative. In this case Federal-aid participation will be based on the lowest price so established.

(d) Reference in specifications and on plans to single trade name materials will not be approved on Federal-aid contracts.

(e) In the case of a design-build project, the following requirements apply: Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the Request for Proposals document unless the conditions of paragraph (a) of this section are applicable.

[41 FR 36204, Aug. 27, 1976, as amended at 67 FR 75926, Dec. 10, 2002; 71 FR 66454, Nov. 15, 2006]

§ 635.413 Guaranty and warranty clauses.

The STD may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

(a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.

(b) All warranty requirements and subsequent revisions shall be submitted to the Division Administrator for advance approval.

(c) No warranty requirement shall be approved which, in the judgment of the Division Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.

(d) A STD may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.

(e) In the case of a design-build project, the following requirements

will apply instead of paragraphs (a) through (d) of this section.

(1) General project warranties may be used on NHS projects, provided:

(i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.

(ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the STD's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The STD may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the STD may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

§ 635.417 Convict produced materials.

(a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

(1) Produced by convicts who are on parole, supervised release, or probation from a prison or

(2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of