



City of Colorado Springs

**ADDENDUM #2
R24-038CA
March 21, 2024**

NAME OF PROJECT: "CMAR Services for East Terminal Unit Upgrades for Colorado Springs Airport"

PROPOSAL DUE DATE: REMAINS: Friday, March 29, 2024 - NO LATER THAN 3:00PM MDT

This document shall become as fully a part of the above named solicitation and Contract Documents as if included and shall take full and complete precedence over anything stated or shown to the contrary in them.

Acknowledgment: Each Offeror shall indicate in the place provided acknowledgment of receipt of this Addendum.

Each and every Offeror, subcontractor, and material supplier shall be responsible for reading each and every item in this Addendum to ascertain the extent and manner it affects the work in which he is interested.

*****CHANGES TO THE PUBLICATION NOTICE*****

The following items and information are corrections and additions to the above referenced project.

- 1. Publish Pre-Proposal Meeting Slides**
- 2. Publish Questions & Answers**
- 3. Publish Revised RFP with updates as of March 21, 2024**

Offeror shall acknowledge receipt of this addendum by signing below, and this addendum must be returned as part of the proposal.

Signature

Date

Firm



Questions & Answers for R24-038CA

1. Given the level of detail and information requested in Exhibit 7 – Proposal Evaluation Scoring Sheet, shall our response include the information and page limits in Exhibit 7 rather than the abbreviated information and page limits listed in Section II – Proposal Content, 2.6? If not, please re-clarify page limits for requested items in Exhibit 7.

Answer: **The RFP has been updated with a revised score sheet to mirror requirements in Section II. The page limits in Section II should be followed. Required forms and other sections labeled as such do not count against the page limits.**

2. Please provide the updated drawings that were shown and referred to during the site visit.

Answer: **Included in this Addenda 2**

3. Please provide the slide deck from the site visit.

Answer: **Included in this Addenda 2**

4. Would it be possible to arrange an additional time for our team to tour the project space again next week?

Answer: **No further Site Visits can be accommodated.**

5. Will COS furnish the Baggage Handling equipment? If so, has this equipment already been placed on order?

Answer: **No, the equipment will need to be procured. No, it has not been ordered.**

6. Has a hazardous materials survey been conducted already?

Answer: **Yes, a survey was completed in 2023.**

7. Are there mandatory subcontractors required at COS? (i.e. roofing, access controls, fire alarm, etc.)

Answer: **No, there are no mandatory subcontractors required. Compatibility with existing service providers for building and system components should be considered.**

8. Have the existing electrical panelboards been confirmed to contain adequate capacity for the remodel?

Answer: **Yes, the existing panelboards currently contain adequate capacity. However, should CBP require emergency power or generators, there will likely need to be an additional panelboard.**

9. Are existing escalators and elevator operational, or will service work be needed?

Answer: **Service work will be needed. An existing scope and fee estimate can be provided to selected CMAA during development of the GMP.**

10. Can the design schedule be provided, outlining milestone design dates for CD creation?



Answer: The Airport anticipates 100% design documents by early May. Pending CMAr and CBP review, construction documents will be implemented as soon as possible

11. Insurance language does not speak to mutual waiver of subrogation. Please confirm adding language providing for a mutual waiver of subrogation will be allowed as this would benefit all parties involved. This prevents insurance companies (including GC's) from seeking to recoup losses from responsible parties on a covered loss. Here is sample language from the American Institute of Architects (AIA) commonly used to cover this provision in construction contracts: "The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subcontractors, agents and employees, each of the other for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Paragraph [X] or other property insurance applicable to the Work . . ."

Answer: The waiver of subrogation is typical in construction contracts. Accordingly, the City does not object to the waiver of subrogation so long as each parties' insurer agrees to such waiver.

12. RFP States on page 26 that each Bidder or Offeror must submit detailed information on Disadvantaged Business Enterprise Firms. Please confirm this is not necessary at this time due to the CM@R procurement method and this would only be required of the selected GC once awarded and pricing the project scope of work.

Answer: Page 26 references Special Contract Terms and Conditions. Exhibit 7 – Evaluation Scoresheet addresses DBE information that should be provided as part of the RFP submittal.

13. Confirm the goals for minority and female participation are 6.61% of each, not combined.

Answer: The Airport's three-year goal for FY2024 – FY2026 is 6.61% to be accomplished through 4.64% RC and 1.98% RN." The 6.61% includes minority and women-owned businesses.

14. Please clarify what a firm must do to be certified as minority or female. Is this in terms of hours worked by individuals on the job site or that the firm doing the work is minority or female owned? If it is firm certification, what certification process or existing certification will be used to meet that requirement? For example DEN has an established criteria and list of companies that meet their specific requirements.

Answer: Please reference the "COS DBE Program Final FY-2024 – FY-2026" for certification standards. The program can be found on the airport's website under "Doing Business with the COS Airport" or here: https://coloradosprings.gov/system/files/2023-08/cos_dbe_program_final_fy_2024-2026_with_attachments.pdf

15. Prompt Payment clause in the RFP contract language requires payment. There are fields that are not completed. How many days after payment to GC is payment required to be made to subcontractors for satisfactory completion of their work? Who is the approved of good cause reasons to withhold payment as this is also blank?

Answer: Please refer to Sample Contract, Section 5.03 provides:

A. CMAr shall pay each Subcontractor their appropriate share of payments made to CMGC not later than seven (7) days of CMAr's receipt of payment from



OWNER.

B. CMAr hereby agrees that OWNER may, on request, furnish to a Subcontractor information regarding percentages of completion, requests for payment or amounts applied for by CMAr and action taken thereon by OWNER on account of portions of the Work performed by such Subcontractor. However, neither OWNER, nor any other contractor of OWNER shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by Laws or Regulations. Notwithstanding the foregoing, OWNER shall have the right (but not the obligation) to make payments directly to Subcontractors or to make payments to CMAr in the form of joint checks payable to CMAr and specific Subcontractors if, after providing reasonable notice and opportunity to respond to CMAr, OWNER has a good faith reason to believe that payments required to such Subcontractor for Work performed under this Contract have not or will not be made in a timely or complete manner by CMAr. In any such event, CMAr shall provide OWNER, upon request, with a detailed accounting of all amounts paid by CMAr to such Subcontractor and all amounts remaining due under the applicable Subcontract, and with any other information reasonably requested by OWNER.

16. Please confirm good cause reasons to withhold payment to subcontractors includes failing to comply with requirements of the prime contract including but not limited to; expired insurance, outstanding federal reporting requirements, outstanding supplier lien waivers and lien waiver affidavits, outstanding quality control or non compliant work requests, outstanding punch list items, etc.

Answer: If a payment dispute arises between the CMAr and its subcontractor, then this will be a matter addressed between the two contracting parties, not between the Owner and the CMAr. The CMAR and subcontractor agreement should address these issues, but the CMAr must still comply with the prime contract.

17. Confirm other contractors sharing or overlapping space with the scope of work will be required to hold the same insurance limits required by the contract and will list the GC holding this contract as additional insured.

Answer: CMAr will be responsible for having all subcontractors obtain and maintain all required insurance as provided on Exhibit D of the CMAr contract.

18. Sample contract has liquidated damages listed in the contract, but the amount of LD's is blank. Please clarify if there will be liquidated damages and the \$ amount per day.

Answer: This was left blank as this section is subject to negotiation. The airport standard liquidated damages are \$1,500 per Day for contracts over \$1,000,000.

19. Confirm the intended contract form is to be a stipulated sum guaranteed maximum price (as noted in sample) and not a cost plus a fee contract with a guaranteed maximum price.

Answer: Confirmed.

20. Confirm if owner or contractor are to procure the builders risk insurance for this project.

Answer: The CMAr contractor is responsible.



21. Confirm if contractor or owner will be responsible for deductible costs in the event of the builders risk claim.

Answer: **The CMaR contractor is responsible.**

22. Will a project schedule loaded with the project costs/Schedule of values approved at each phase of the project be allowable for the basis of approving progress payments under the stipulated sum contract? Typical with many federal stip sum contracts.

Answer: **The CMaR will be paid as the work is performed in accordance with the contract terms.**

23. The sample contract references an owners representative. Will there be an owners representative, and if so who is the owners rep?

Answer: **There will be an owner's representative. The representative has not yet been determined.**