Engineering Department

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Eagle County P.O. Box 850 500 Broadway Eagle, CO 81631

ADDENDUM #1

REQUEST FOR PROPOSALS FOR HILLCREST ROUNDABOUT EAGLE COUNTY, COLORADO

December 14, 2022

RE: Addendum to the Request for Proposals for the Hillcrest Roundabout

To Potential Bidders:

Eagle County had received the following questions regarding the Request for Proposals (RFP) for the Hillcrest Roundabout Project.

1. Do you require a Bid Bond for this RFP? If so, please provide the requested percentage and if necessary, a copy of the blank Bid Bond Form required.

The County will accept a 5% Bid Bond or a Performance Bond. The County does not have copies of blank Bid Bond Forms.

2. I don't see where Liquidated Damages are noted in the Bid Documents. Can you confirm that this project won't have LD's in the contract?

Section 108.09 of the CDOT Standard Specifications for Road and Bridge Construction 2023 discusses the applied liquidated damages for the project for failure to complete the work on time. See attached.

3. If the county intends on having a 3rd party performing geotechnical testing, does the contractor also need to provide this redundant service under a Quality Assurance (QA) requirement? (This was briefly discussed at the Prebid meeting but need clarification please).

No, the contractor will not need to perform geotechnical testing, that will be performed by the Consultant Access Permit Inspection Staff (CAPIS).

4. Can you verify the topsoil quantities? At 6", our take-off shows approx.. 660 CY but the Bid Quantity is 1023 CY.

See attached exhibit on calculation of topsoil.

If you have any additional questions, please feel free to contact me.

Sincerely,

EAGLE COUNTY ENGINEERING DEPARTMENT

Rickie Davies Project Engineer

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108.09 Failure to Complete Work on Time. A daily charge will be made against the Contractor for each calendar day, including free time, that any work remains uncompleted after the elapse of contract time. This daily charge will be deducted from any money due the Contractor. This deduction will not be considered a penalty, but as liquidated damages.

The schedule of liquidated damages set forth below is an amount, agreed to by the Contractor and the Department, as reasonably representing additional construction engineering costs incurred by the Department if the Contractor fails to complete performance within the contract time.

Table 108-2 LIQUIDATED DAMAGES

Original Contract Amount (\$); from more than, to, and including	Liquidated Damages per Calendar Day (\$)
0 -1,000,000	1,400
1,000,000 - 2,000,000	2,500
2,000,000 - 6,000,000	4,500
6,000,000 - 9,000,000	8,000
9,000,000 - 20,000,000	8,800
Above 20,000,000	12,500

Due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of subsection 108.08.

Permitting the Contractor to continue and finish the work or any part thereof after elapse of contract time will not operate as a waiver on the part of the Department of any of its rights under the Contract.

Deductions assessed as liquidated damages under this subsection shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work according to contract times.

