

Proposer Question Responses
10/17/2025 - Draft RFP
Red Cloud South Bridge Project - CN 42717

No.	Document	Section	Question	NDOT Response
1	CM/GC Master Contract	11.2.2(2)	Currently, in the event of a Termination for Default, NDOT retains the sole discretion to pay any amount, for any type of work performed or materials provided. Is the intent for NDOT to pay the Contractor for all Work satisfactorily performed prior to the Notice of Termination for Default?	Yes. Section 11.2.2(2) will be modified to clarify the intent and the changes will be reflected in the Final RFP. NDOT retains the right to determine if materials/supplies ordered for the Project but not yet incorporated into the Project are eligible for reimbursement.
2	CM/GC Master Contract	Exhibit D - Federal Rider	What is NDOT's position on DBE requirements/participation in light of the recent USDOT determination? Do these requirements still apply?	In light of the recent USDOT determination regarding DBE participation, NDOT will change the lower bound of the DBE Goal to 0%. An assessment will be made during the preconstruction phase and a goal, if any, will be established at that time. NDOT anticipates addressing the DBE requirements prior to the final OPCC.
3	Division 100 Specifications	107.14	The indemnification language in Sections 107.14 of the Specifications and CM/GC Master Contract Section 8 (Indemnification) seem to create two different indemnification standards when read together. Please clarify which standard will apply to this Project?	The indemnification language in the CM/GC Master Contract is the governing standard. The language in Section 107.14 will be removed as part of the Final RFP.