



**ADDENDUM #1
Big Elk Meadow Association
Sunset Dam Reconstruction
BID # BEMA.001**

September 26, 2019

The attached addendum supersedes the original Information and Specifications regarding BID # BEMA.001 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

PLEASE SEE ATTACHED BIODEGRADABLE HYDRAULIC FLUIDS SPECIFICATIONS, MINUTES FROM THE PRE-BID MEETING, INSURANCE PROVISIONS, AND MANDATORY MEETING SIGN IN SHEET.

1. Question: Will Temporary Noise Barriers be considered to help mitigate construction noise for this project? There appears to houses close to the dam that may be affected my noise.

ANSWER: No Noise Barrier Required.

2. Question: We were wondering if there was a cost estimate/budget available and if there is a date set for work on the project to start.

ANSWER: As provided at the meeting:

Task Name	Start	Finish	Duration
Mandatory PreBid Meeting	Tue 9/17/19	Tue 9/17/19	
Bid Questions Due	Fri 9/20/19	Fri 9/20/19	
Response from the County to Bid inquiries	Thu 9/26/19	Thu 9/26/19	

Bids Due 10am	Tue 10/1/19	Tue 10/1/19	
Bids Opening 11am	Tue 10/1/19	Tue 10/1/19	
Contractor Selection	Tue 10/8/19		
Pre Construction Meeting	Tue 10/15/19	Tue 10/15/19	
Dam Construction	Mon 10/28/19	Tue 6/30/20	246
Dam Inspection	Wed 7/1/20	Wed 7/1/20	
Reservoir Filling	Mon 8/3/20	Mon 8/3/20	
Project Closeout	Wed 9/30/20	Wed 9/30/20	

3. Question: I noticed that in the spec file "BEMA.001", the Contractor and Subcontractor Insurance Policies pages from Section 4 of the Supplementary Conditions are corrupted.

ANSWER: See attached

4. Question: Will the sign in sheets from the mandatory prebid be provided to all attendees?

ANSWER: See attached

5. Question: Is the project sales tax exempt for Permanent Materials purchased for the project?

ANSWER: No

Submittal Instructions:

BIDs are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **10:00 a.m. Mountain Time on October 1, 2019**. A bid opening will be conducted at 11:00 a.m. Mountain Time at county offices.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before

the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **BID # BEMA.001** in the subject line.

-OR-

US Mail **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **BID # BEMA.001**, to the **Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.**

All bids must be received and time and date recorded at the Administrative Services Information Desk by the above due date and time. Sole responsibility rests with the Offeror to see that their bid is received on time at the stated location(s). Any bid received after due date and time will be returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all bids, to waive any informalities or irregularities therein, and to accept the bid that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.



**RECEIPT OF LETTER
ACKNOWLEDGMENT**

September 26, 2019

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for BID #BEMA.001, Sunset Dam Reconstruction.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to purchasing@bouldercounty.org as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525.

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by: _____ Date: _____

Name of Company _____

End of Document

Biodegradable Hydraulic fluids:

Equipment operating within or adjacent to any surface waters shall be free of fluid leaks. Biodegradable hydraulic fluids shall be utilized for all equipment operating below the ordinary high water level. The contractor shall submit a list of equipment operating with certified non-toxic, biodegradable Hydraulic fluids to the Engineer prior to use. All fueling, oiling, or maintenance of equipment shall be performed in designated upland locations, with adequate BMP's to contain potential spills. Acceptable biodegradable fluids must meet Section 12 of the MSDS Data Sheets which states:

1. AQUATIC/ECOTOXICITY: Based on previous studies, LC50/EC50 is greater than 3,000 ppm (3000 mg/L) (amount of substance that kills 50 percent of the test animals in a given time).
2. BIODEGRADATION: Ultimate Biodegradation is listed as "Readily biodegradable" >60% after 28 days (inherently biodegradable is not sufficient)*.
3. PERSISTENCE AND DEGRADABILITY: Readily biodegradable >60% after 28 days
4. BIOACCUMULATION: Non-bioaccumulating

A spill kit, including absorbent socks and booms, shall be kept onsite during all work with machinery (emergency pollutant isolation and clean-up materials, with procedures). All crew members shall be trained on how to use the spill kit equipment and where the materials are kept onsite. The Project Manager shall approve the Contractor's plan for leaking equipment extraction from the creek (spill plan information to be included in SWMP).

Heavy Equipment Operations and Maintenance:

To minimize the spread of invasive plant species, all equipment and gear shall be free of all mud, vegetative matter, organic material, seeds and other debris prior to its delivery to the project site. All equipment shall be thoroughly cleaned, including the undercarriages, tracks, turrets, buckets, drags, teeth, tires, etc.

To minimize the spread of aquatic nuisance species (ANS), decontamination practices should be employed if equipment and gear were used in another stream, river, lake, reservoir, pond or wetland. Equipment that shall be treated for ANS includes all parts of heavy machinery and vehicles of all types and sizes that are operating below the ordinary high water mark.

Gear that must be treated for ANS includes boots, waders, hand tools, and all other materials and attire used previously in the live water. If pumping out of a creek or other waterbody, all water pumps and hoses must be cleaned and disinfected prior to use on the project to prevent introduction of invasive aquatic organisms into the watershed.

To decontaminate equipment and gear the Contractor shall use one of the following treatments:

1. Remove all mud and debris and organic material from equipment (tracks, turrets, buckets, drags, teeth, etc.) and gear. Spray/soak equipment and gear with a solution of commercial grade quaternary ammonium disinfectant compound containing at least 8.0% active ingredient diluted in solution to achieve at least 0.8% concentration (roughly twelve (12) ounces of product per gallon of water). Specifically, a 1:15 solution of Quat 4 or Super HDQ Neutral institutional cleaner and water, could be used for effective treatment. Treated equipment and gear should be kept moist for at least ten (10) minutes. Treated equipment and gear should be rinsed with water from ANS free source, managing rinsate as a solid waste in accordance with local, County, State, or Federal regulations.

2. Remove all mud and debris and organic material from equipment (tracks, turrets, buckets, drags, teeth, etc.) and gear. Spray/soak equipment and gear with water hotter than 140 degrees Fahrenheit for

at least ten (10) minutes. Do not move water from one water body to another. Be sure Equipment is dry before use.

Prior to mobilizing equipment and gear to the project site, the Contractor shall submit to BCPOS a written list of the equipment and gear certifying that it was cleaned and if needed, that it was decontaminated using one (1) of the two (2) methods specified above. Equipment and gear shall be inspected following treatment and prior to unloading at the project site to ensure mud, vegetative matter, organic material, seeds and other debris has been removed and none remains. BCPOS staff shall inspect equipment prior to unloading at the project site and reserve the right to reject and request additional cleaning of any piece of equipment deemed not to be cleaned satisfactorily.

After project completion, equipment and gear should be treated prior to use in another stream river, lake, pond, reservoir, or wetland



**Sunset Dam Reconstruction
Pre-Bid Conference
September 17, 2019 @ 1:00pm**

Minutes

Introductions

- BEM Reconstruction – Cathy Faughnan
- Project Manager – Scott Johnstone
- Engineer GEI - Nick Miller
- Boulder County Collaborative – Molly O’Donnell
- George Twigg and Praschant KC from Boulder County were also in attendance
- Approximately 18 contractors attended the meeting

Bid Date –

- 10:00 A.M., October 1, 2019
- Boulder County Courthouse, 1325 Pearl Street, Boulder
- Participants were advised that Sept. 20 was the date for written questions submitted to Boulder County with Sept. 26 as the date Q & A addendum will be shared with all parties attending the mandatory pre-bid meeting.

Funding Requirements – Molly O’Donnell shared information and highlights Community Development Block Grant – Disaster Recovery (CBDG-DR) which included:

- Davis Bacon- Wages
- Section 3 – Outreach to low income residence and minority business was discussed
- Other -including required forms contained in procurement package, SAM.Gov, debarment including subcontractors

Agenda Items -The following items were discussed

1. Bid Procedures
2. Engineering details – Rock out cropping to be protected, Spillway repairs, private property owners – limit any encroachment, bio degradable fuel (Boulder County to provide standards and will need to verify all equipment that comes in contact with water)
3. No overnight camping is allowed in BEMA but potential rentals in the community may be available.



4. Schedule – Schedule was distributed at the meeting - complete construction by June 30, 2020

Task Name	Start	Finish
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5. All Federal Permits are in place including 404 permit

6. Boulder County Permits are in process by BEMA with selected contractor to finalize and sign, these include:

- Building Permit
- Storm water Permit (state and county)
- Grading permit
- Flood Plain Development Permit
- Notice of intent to dewater
- Boulder County transportation

6. Staging Areas – two - one at entry to community and one in lake bed of Sunset

7. Award Process – Bids to be opened and tabulated award on Oct. 8, 2019

8. Sunset Dam Site Visit – during the site visit the following questions came up.

- Can existing temporary Sunset roadway fill be reused if tested and ok? Yes



- Who is in charge of testing? BEMA and contractor
- Can materials be delivered directly to site if needed and stored there? Yes
- Can equipment remain at site? Yes
- If acceptable can topsoil be scrapped and reused for seeding? Yes
- Will you be sharing an Engineering Estimate? No
- Can spillway be repaired and timbers reused and repaired? Yes

9. The meeting concluded at approximately 2:45 and all contractors were thanked for their attendance.

Prepared by Cathy Faughnan Reconstruction Chair

4.CONTRACTOR AND SUBCONTRACTOR INSURANCE POLICIES

4.1. *General*

A. The Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this section. Such insurance shall be in addition to any other insurance The Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this section. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this section by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain the insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Big Elk Meadows Association. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to this section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Contractor shall obtain and maintain the minimum insurance coverages set forth below, unless specified otherwise in the special conditions. By requiring such minimum insurance, the Big Elk Meadows Association shall not be deemed or construed to have assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and / or prudent, maintain higher limits and / or broader coverages.

4.2. *Insurance Coverages and Limits*

A. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | |
|--|--------------------|
| a. State: | Statutory |
| b. Applicable Federal
(e.g., Longshoreman's): | Statutory |
| c. Employer's Liability: | <u>\$1,000,000</u> |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the

General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$2,000,000

- b. Products - Completed Operations
Aggregate \$2,000,000

- c. Personal and Advertising Injury \$1,000,000

- d. Each Occurrence (Bodily Injury
and Property Damage) \$1,000,000

- e. Property Damage liability insurance will provide
Explosion, Collapse, and Under-ground cover-
ages where applicable.

- f. Excess or Umbrella Liability
 - General Aggregate \$2,000,000

 - Each Occurrence \$2,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000

- b. Property Damage:
 - Each Accident \$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000

- b. Property Damage:

Each Accident	<u>\$1,000,000</u>
Annual Aggregate	<u>\$2,000,000</u>

5. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
- a. Include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
 - b. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
 - c. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - d. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - e. Allow for partial utilization of the Work by Owner;
 - f. Include testing and startup;
 - g. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and

- h. Comply with the requirements of Paragraph 5.06.C of the General Conditions.

5.SPECIAL EQUAL OPPORTUNITY PROVISIONS

- 5.1. Equal Opportunity Language is contained within the sample contract, “Terms and Conditions”, Sections 4 through 8.

6.CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

- 6.1. The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's List of Violating Facilities.
- 6.2. In accordance with 40 CFR Part 15, if the price of this Agreement/Contract exceeds \$100,000 and/or if this Agreement/Contract is otherwise nonexempt from 40 CFR Part 15, the Contractor agrees to the following:
 - A. the Contractor will not use any facility on the United States Environmental Protection Agency's List of Violating Facilities in the performance of this Agreement/ Contract for the duration of time that the facility remains on the List;
 - B. the Contractor will notify the Florida Department of Environmental Protection/ United States Environmental Protection Agency (USEPA) if a facility it intends to use in the performance of this Agreement/Contract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Agreement/Contract has been recommended to be placed on the USEPA's List of Violating Facilities; and
 - C. in the performance of this Agreement/Contract, the Contractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards.
- 6.3. If the Contractor, or any subcontractor at any tier, awards any lower-tier subcontracts for any portion of the Goods or Special Services, it shall physically include in all such subcontracts the following provision:
 - A. The Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of

