



**ADDENDUM #2
Public Works – Transportation
US 287 & Isabelle Road Improvements
BID # 7166-20**

September 9, 2020

The attached addendum supersedes the original Information and Specifications regarding BID # 7166-20 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

Please note: Due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.

ITEM 1: QUESTIONS AND ANSWERS

1. Question: Will you be requiring an MIT Scan?

ANSWER: The Contractor shall use an MIT Scan-2 to evaluate the location of tie bars that cannot be visually inspected. Each longitudinal joint located within the dowel bar test locations described in subsection 412.13 (b) 2 that were not visually inspected shall be evaluated with the MIT Scan-2.

2. Question: Will a Biologist be provided by the County and at the cost of the County?

ANSWER: Per Project Special Revision of Section 107, "If any trees or shrubs are to be removed between April 1st and August 31st, a nesting bird survey must be completed for active nests. The survey will be conducted by the County's designated Wildlife Biologist." For this specification, the Wildlife Biologist will be at the County's expense and not the Contractor.

Per Project Special Revision of Section 240, "PROTECTION OF MIGRATORY BIRDS BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST"

3. Question: Also, just wanted to confirm there is no warranty period?

ANSWER: The Colorado Department of Transportation does not accept a warranty of any kind in lieu of the Contractor providing specification material.

However, the following do apply:

- **Boulder County's Sample Contract:** Specific language warranty language located on page 11 (ADOBE Page 23), of the "SAMPLE Contract" located in the document titled "Bid #71660-20.pdf" shall be changed to the following:

"50. Guaranties and Warranties: Upon completion of the Work, Contractor will guaranty all labor, materials and workmanship incorporated into the Work for two (2) years (or one year for federally-funded projects) from the Letter of Substantial Completion, or within any such longer period of time as may be prescribed by law, the specifications, or any other applicable special warranty required by the **Contract Documents**. Final payment upon full and final completion of the Work will not relieve Contractor of responsibility for faulty material or workmanship, which County may require Contractor to fix at Contractor's sole expense, in addition to County's other remedies. This provision shall apply to Work completed by Contractor's employees and subcontractors. **Any warranty associated with the Work shall be in compliance with 23 CFR 635.413. In the event of a conflict between 23 CFR 635.413 and warranty-related provisions of this Contract, 23 CFR 635.413 shall control.**"

- **Revision of Section 613 Lighting, under 613.02 (k) (10)(1) and 613.02 (m)**

(l) *LED Luminaire Warranty.* The Contractor shall ensure that the LED roadway luminaire has a manufacturer's minimum warranty of 10 years for all parts, materials, and shipping required to repair or replace the luminaire. The Contractor shall provide the manufacturer's warranty to the Engineer prior to installing the luminaire.

The warranty shall cover all failures including:

(1) Failure in luminaire housing, wiring, connections, drivers, and photoelectric control devices.

(2) More than 10 percent decrease in lumen output.

(3) Significant change in color.

The warranty shall begin upon the date the Contractor receives the luminaire. The bill of lading shall be provided to the Engineer prior to final payment of the lighting.

(m) *Technical Support*. During the manufacturer's warranty period, technical support shall be available from the manufacturer via telephone within 24 hours of the time the call is made from the Contractor, and this support shall be made available from factory certified personnel or factory certified installers at no additional charge to the Department.

4. Question: I cannot find the bid bond form or the liquidated damages amount, are we to use CDOT or could you please provide the form and amount for this project?

ANSWER:

BID BOND: The following language shall replace the bid bond language that is at the end of Bid Tabulation (ADOBE PDF Page 8) in the file titled, "US287Isabelle21969_AD01Specs.pdf" and the language that is at the bottom of the spreadsheet titled, "US287Isabelle21969_BidTab.xlsx."

"Enclosed herewith is the required bid bond (AIA Doc A310 or similar document) in the amount of ten percent (10%) (\$) which the bidder agrees to be forfeited to and become the property of the County of Boulder as liquidated damage should this proposal be accepted and a Contract be awarded to him and he fails to enter into a Contract in the form prescribed and to furnish the required bonds and insurance within ten days upon his signing the Contract and delivering the approved bonds. In submitting the bid it is understood that the right is reserved by the County of Boulder to reject any and all bids."

LIQUIDATED DAMAGES:

The 2019 *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*, section 108.09 *Failure to Complete Work on Time* will guide liquidated damages.

5. Question: Is there a bid bond form that we need to use for the US 287 and Isabelle Rd project?

ANSWER: See Answer to Question 4 above.

ITEM 2: REPLACE CDOT STANDARD SPECIAL REVISION "Minimum Wages, Colorado, U.S. Department of Labor General Decision Number CO20200007, Highway Construction for Boulder County (January 3, 2020) 5" WITH THE FOLLOWING:

Decision Nos. CO20200007 dated January 3, 2020 supersedes Decision Nos. CO190007 dated January 4, 2019.		Modifications			ID
		<u>MOD Number</u>	<u>Date</u>	<u>Page Number(s)</u>	1
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.		1	08/28/20	1	1
General Decision No. CO20200007 applies to the following counties: Boulder county.					
General Decision No. CO20200007 The wage and fringe benefits listed below reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
	POWER EQUIPMENT OPERATOR:				
	Drill Rig Caisson				
1142	Smaller than Watson 2500 and similar	30.37	11.15	1	
1143	Watson 2500 similar or larger	30.47	11.15	1	
	Crane				
1144	50 tons and under	30.20	11.15	1	
1145	51 - 90 tons	30.47	11.15	1	
1146	91 - 140 tons	31.55	11.15	1	
	Scraper				
1147	Single bowl under 40 cubic yards	30.20	11.15	1	
1148	40 cubic yards and over	30.47	11.15	1	
	CARPENTER:				
1149	Excludes Form Work	16.61	3.88		
1150	Form Work Only	17.06	3.90		
1151	CEMENT MASON/CONCRETE FINISHER	17.39	3.00		
1152	ELECTRICIAN	33.39	7.64		
1153	FENCE ERECTOR	15.96	3.46		
1154	GUARDRAIL INSTALLER	16.21	3.63		
1155	HIGHWAY/PARKING LOT STRIPING:				
1156	Painter	12.62	3.21		

General Decision No. CO20200007				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	IRONWORKER:			
1157	Reinforcing (Excludes Guardrail Installation)	16.69	5.45	
1158	Structural (Excludes Guardrail Installation)	18.22	6.01	
	LABORER:			
1159	Asphalt Raker	16.29	4.25	
1160	Asphalt Shoveler	21.21	4.25	
1161	Asphalt Spreader	18.58	4.65	
1162	Common or General	16.29	4.25	
1163	Concrete Saw (Hand Held)	16.29	6.14	
1164	Landscape and Irrigation	12.26	3.16	
1165	Mason Tender - Cement/Concrete	16.29	4.25	
1166	Pipelayer	16.74	1.89	
1167	Traffic Control (Flagger)	9.55	3.05	
1168	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.43	3.22	
1169	PAINTER (Spray Only)	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
1170	Asphalt Laydown	22.67	8.25	
1171	Asphalt Paver	24.19	6.58	
1172	Asphalt Roller	23.01	9.22	
1173	Asphalt Spreader	22.67	8.72	
1174	Backhoe/Trackhoe	21.70	5.51	
1175	Bobcat/Skid Loader	15.37	4.28	
1176	Boom	22.67	8.72	
1177	Broom/Sweeper	22.83	8.72	
1178	Bulldozer	26.90	5.59	
1179	Drill	21.42	2.88	

General Decision No. CO20200007				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
1180	Forklift	15.91	4.27	
1181	Grader/Blade	22.67	8.72	
1182	Guardrail/Post Driver	16.54	4.10	
1183	Loader (Front End)	22.67	8.72	
1184	Mechanic	22.97	8.72	
1185	Oiler	22.77	9.22	
1186	Roller/Compactor (Dirt and Grade Compaction)	22.32	8.72	
1187	Rotomill	16.22	4.41	
1188	Screed	22.67	8.72	
1189	Tractor	13.13	2.95	
	TRAFFIC SIGNALIZATION:			
1190	Groundsman	18.52	3.59	
	TRUCK DRIVER:			
1191	Distributor	21.69	5.27	
1192	Dump Truck	16.41	5.27	
1193	Lowboy Truck	17.25	5.27	
1194	Multi-Purpose Specialty & Hoisting Truck	16.41	4.97	
1195	Pickup and Pilot Car	13.93	3.68	
1196	Semi/Trailer Truck	18.39	4.13	
1197	Truck Mounted Attenuator	12.43	3.22	
1198	Water Truck	20.64	5.27	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program.

If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION NO. CO20200007

Submittal Instructions:

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on September 16, 2020**

Please note that email responses are limited to a maximum of 50MB capacity. NO ZIP FILES OR LINKS TO EXTERNAL SITES 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 # 7166-20** in the subject line.

All proposals must be received and time and date recorded at the purchasing email 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 9, 2020

Dear Vendor:

This is an acknowledgment of receipt of Addendum #2 for BID #7166-20, US 287 & Isabelle Road Improvements.

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. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.**

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 _____

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