1. CMU Walls/Sealants

Per CDPHE, the GAC is required to assume that all CMU wall ACM sealants are friable and abate as such or the GAC may request a site visit from CDPHE to determine friability on each area of CMU wall ACM sealant on a case by case basis.

If CDPHE is not going to perform a site visit prior to the bids being due, will the GAC's be required to provide two separate numbers, 1 for non-friable CMU sealant and 1 for friable CMU sealant?

CMU wall ACM sealants are limited to the north end of the east CMU wall (approximately 450 sq. ft.) and the north CMU wall (approximately 250 sq. ft.). All other CMU wall sealants contain between trace asbestos (.25% by point count analysis) and no asbestos detected.

Two separate numbers are not required for the non-friable and friable CMU sealant. Submit a bid to include abatement of the CMU wall ACM sealants on the north end of the east CMU wall (approximately 450 sq. ft.) and the north CMU wall (approximately 250 sq. ft.) in the event CDPHE determines the materials are friable. If CDPHE determines the materials are non-friable, the CMU walls will not require abatement.

In the event CDPHE deems the ACM sealants are friable on the north end of the east CMU wall (approximately 450 sq. ft.) and the north CMU wall (approximately 250 sq. ft.), abatement will be required prior to demolition.

If the GAC decides to remove the above referenced CMU wall units altogether in lieu of just removing the surface sealants and leaving the CMU units intact, they will have to do so within the current abatement schedule and will be required to install temporary hard barriers in their place to secure the building until demolition is initiated.

2. Structural Engineering & Possible Shoring

The Contractor is responsible for structural engineering and possible shoring of the building
3. **Asbestos Spill Information**

No part of this building considered either a Major or Minor Asbestos Spill.

Revise Section 02080-9, 6.2.2.1 to read as follows:

6.2.2.1 PC/GAC will pre-clean carpets and carpet pads (using HEPA vacuum cleaning) and remove as non-ACM where no visible damage exists to adjacent ACM wall or ceiling textures and no visible ACM contamination exists in carpets/pads, (note: carpet related wood tact strips must remain and be removed as ACM due to assumed ACM ceiling texture overspray under the tact strips/adhesives, and removal/disposal of carpets/pads as ACM may become required in the event damage to adjacent ACM ceiling/wall textures occurs). GAC will paint or otherwise mark/damage carpets and cut carpet into small pieces prior to removal to discourage re-use by others.

4. **Ceiling Texture**

The 4th Floor center stairwell ceiling contains ACM texture as well as the 2SF patch in room 448.

According to CU records, the 4th Floor ACM ceiling textures were abated with the exception of the stairwell; however, ACM ceiling texture overspray on walls throughout the 4th Floor was not abated at that time and remains in place.

5. **Asbestos-Containing Waste**

No ACM waste will be allowed to be stored inside the building.

6. **Power Washing**

According to CDPHE, a GAC must inform CDPHE on their Permit Application if they plan to use “power washing” in their abatement/final cleaning work practices. It is up to the GAC to persuade CDPHE that they can successfully control asbestos fiber release and control asbestos contamination inside/outside their containment before CDPHE will grant the GAC a Permit.

7. **Project Phasing**

The pool area does not have to be demolished/back filled up front. This limited pre-summer demolition was offered to Contractors to expedite truck traffic/staging for the asbestos abatement portion of the work.
8. **Work Interruptions**

There are no scheduled interruptions.

9. **Irrigation System Drawing**

Attached Olsson drawing L-2 shows the layout of the system.

10. **Liquidated Damages**

Liquidated Damages will be assessed at $1,000 per day.

11. **Removal of University Locks and Securing Project Site**

Within 24 hours of taking procession of site, contractor will contact University of Colorado Project Manager to schedule removal of all university lock cylinders. The university will remove all remaining locks from College Inn and TB32 within 72 hours. The contractor will then be responsible for securing College Inn and TB32.

12. **Information for Bidders**

See Attached.

13. **TB 32 TCLP Testing**

EPA-required TCLP testing on TB 32 has been completed. Laboratory results determined that the demolition waste stream is not above the EPA’s 5.0 ppm threshold.
1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids shall be submitted in sealed envelopes bearing the address and information shown below. If a bid is submitted by mail, this aforementioned sealed envelope should be enclosed in an outer envelope and sent to the following addressee:

**INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED**

The outside of the sealed inner envelope should bear the following information:

- **Project #** PR 006813/HSG 10612 EH&S 112 & EHS 113
- **Project Name** CICC-College Inn Decommissioning
- **Name and Address of Bidder**
- **Date of Opening** January 22, 2013
- **Time of Opening** 12:30 PM

A bid with missing or inconsistent information may be considered non-responsive and may not be evaluated. The University will be the sole judge in determining the acceptability of an offer. **The University also reserves the right to reject any or all bids in part or in whole and to waive technicalities. Any decision shall be considered final.**

2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.

3. **APPLICABLE LAWS AND REGULATIONS:** The bidder’s attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS.

4. **UNAUTHORIZED IMMIGRANTS:** Note that the Special Provisions of the General Conditions of the Contract includes the following language: **PUBLIC CONTRACTS FOR SERVICES - CRS 8-17.5-101** and **PUBLIC CONTRACTS WITH NATURAL PERSONS - 24-76.5-101.** The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii)
otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

5. **TAXES:** The bidder’s attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers’ taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.

6. **OR EQUAL:** The words “OR EQUAL” are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered “equal”, provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of “or equal” shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.

7. **ADDENDA:** Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.

8. **METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.

   A. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.

   B. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.

   C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

9. **NOTICE OF CONTRACTOR’S SETTLEMENT** – Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.
The Advertisement for Bids can be located at the web site: [www.colorado.gov/dpa/dfp/sbrep/constructdesign.htm](http://www.colorado.gov/dpa/dfp/sbrep/constructdesign.htm)
(Click on the link below the second paragraph Colorado Construction and Design Notices)

10. **CONTRACTOR QUALIFICATIONS:**
   A. **Prime Contractors:** Not Used
   B. **Subcontractors**
      a. The Prime Contractor is required to provide subcontractors which meet minimum qualifications for the trades listed below.
         The right is reserved to reject subcontractors that do not meet the minimum requirements. The Prime Contractor will be required to replace rejected subcontractor(s) with one(s) that meet the minimum requirements with no increase in the Bid Amount prior to the Award of Contract.
         
         Prime Contractor and Subcontractor(s) are advised that there are conditions within the Contract Documents requiring special knowledge and experience to properly execute. The University will require verification of experience to adequately provide materials and perform labor required for the following:
         - Abatement
         - Demolition
      b. For the trades listed (subcontractors) above, the apparent low bidder must submit, within 72 hours of receipt of bids except for holidays and weekends, the "University of Colorado Contractor’s Statement of Experience, (unless already pre-qualified as a Prime Contractor).
      c. In addition to the information requested in Item (1), the Subcontractor must meet the following minimum requirements and provide written information substantiating their qualifications for evaluation. A Bidder may be found to be non-responsive and their bid rejected if the minimum requirements are not met
         1. The firm must have been in business for the last five (5) years as trade proposed for this work.
         2. The firm must have successfully completed at least two (2) projects of similar size, type, and complexity in the last five (5) years. The information must include the following:
            a) Building type description (function use)
            b) Building gross square footage
            c) Subcontract description (be specific)
            d) Subcontract amount
            e) Subcontract change orders
            f) Building owner representative and current telephone number
            g) Building architect name and current telephone number
            h) General contract name and current telephone number
         3. This firm shall give evidence of being able to be bonded up to the value of his work for this project. A letter shall be provided by the bonding agency assuring capability of bonding this subcontract amount.

11. **SITE ACCESS:** Contractors / Bidders may schedule a time subsequent to the Site Inspection / Pre-bid Conference to take measurements or further observe existing conditions by contacting:

12. **BID SCHEDULE:**
   
   Bid date: January 22, 2013 12:00 Noon
OLSSON ASSOCIATES ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL OR VERTICAL). THE EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS HOWEVER THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

CALL 811 SEVENTY-TWO HOURS PRIOR TO DIGGING, GRADING OR EXCAVATING FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

PROJECT NO.: 012-1643

DATE: 10.15.2012

CLIENT COMMENTS POST-FINAL SUBMITTAL

DATE: 11.07.2012

IRREGULARITIES AND COMMENTS:

1. All points and connections shall be clearly marked with approved Hunter Irrigation Valves. Management is responsible for coordination with all utility companies.

2. All valve connections shall be fabricated and tested by Hunter Irrigation Valves.沖 ON:

3. Each valve shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

4. All valves shall be tested for proper operation before installation.

5. All valves shall be clearly marked with Hunter Irrigation Valves.

6. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

7. All valves shall be tested for proper operation before installation.

8. All valves shall be clearly marked with Hunter Irrigation Valves.

9. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

10. All valves shall be tested for proper operation before installation.

11. All valves shall be clearly marked with Hunter Irrigation Valves.

12. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

13. All valves shall be tested for proper operation before installation.

14. All valves shall be clearly marked with Hunter Irrigation Valves.

15. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

16. All valves shall be tested for proper operation before installation.

17. All valves shall be clearly marked with Hunter Irrigation Valves.

18. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

19. All valves shall be tested for proper operation before installation.

20. All valves shall be clearly marked with Hunter Irrigation Valves.

21. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

22. All valves shall be tested for proper operation before installation.

23. All valves shall be clearly marked with Hunter Irrigation Valves.

24. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

25. All valves shall be tested for proper operation before installation.

26. All valves shall be clearly marked with Hunter Irrigation Valves.

27. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

28. All valves shall be tested for proper operation before installation.

29. All valves shall be clearly marked with Hunter Irrigation Valves.

30. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.

31. All valves shall be tested for proper operation before installation.

32. All valves shall be clearly marked with Hunter Irrigation Valves.

33. All valves shall be installed in accordance with the Hunter Irrigation Valves Installation Instructions.