

SECTION 00 91 13 ADDENDUM FORM

Timberland Tank Ringwall Repairs
Mt. Crested Butte Water and Sanitation District
Mt. Crested Butte, Colorado

ADDENDUM NO. 2 September 3, 2026

TO: Prospective Bidders

FROM: HDR (Engineer)
202 Main Street, Suite 200
Grand Junction, CO 81501

OWNER: Mt. Crested Butte Water & Sanitation District
100 Gothic Road
P.O. Box 5740
Mt. Crested Butte, CO 81224

SUBJECT: Timberland Tanks 1 & 2
Timberland Tank Ringwall Repairs

This Addendum is part of the Bidding Documents and the Contract Documents and modifies the original Bidding Documents dated August 17, 2026, as indicated below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification for award of the associated Contract.

This Addendum consists of 50 pages and the attachments, if any, listed on the last page.

CHANGES TO SPECIFICATIONS

- 1.01 Section 00 11 13 – Advertisement for Bids
- 1.02 Section 00 41 13 – Bid Form
- 1.03 Section 00 52 13 – Agreement
- 1.04 Section 00 73 01 – Supplementary Conditions
- 1.05 Section 01 11 00 – Summary of Work

ATTACHMENTS

The items listed below and bound following this document's "End of Addendum" designation, are part of this Addendum.

- 1.05 Other attachments hereto are as follows:
 - Attachment 1 – Prebid Meeting Minutes including received Questions with Answers

END OF ADDENDUM NO. 2

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Mt. Crested Butte Water and Sanitation District
Mt. Crested Butte, Colorado
Timberland Tank Ringwall Repairs

General Notice

The Mt. Crested Butte Water and Sanitation District (Owner) is requesting Bids for the construction of the following Project:

Timberland Tanks 1 & 2
Timberland Tank Ringwall Repairs
Project Number: 102501

Bids for the construction of the Project will be received at the Mt. Crested Butte Water & Sanitation District located at 100 Gothic Road, Mt. Crested Butte, CO 81225, or electronically at finance@mcbwsd.com with the subject title "Timberland Tank Ringwall Repairs Bid Enclosed" until September 173, 2026, at 5:00PM (MDT). At that time the Bids received will be "publicly" opened and read on September 184, 2026, at 8:00AM at 100 Gothic Road, Mt. Crested Butte, CO 81225.

The Project includes the following Work:

Rehabilitation of the Timberland Tank 2 ringwall includes demolition of the existing swale and concrete apron, foundation preparation, and placement of a new ringwall to reinforce the existing ringwall. The new ringwall includes encasement of existing valve stems within the new wall. Following installation of the ringwall, a concrete apron and replacement of the concrete swale shall be installed for positive drainage around the tank. Minor site grading, excavation, compaction, and backfill may be required to improve drainage around the tank.

Bids are requested for the following Contract: Timberland Tank Ringwall Repairs, Project Number: 102501

The Owner anticipates that the Project's total bid price will be approximately \$400,000. The Project has an expected duration of 35 days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be obtained at the following designated website:

<https://www.mcbwsd.com/timberland-tank-project>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a Bidding Documents holder, even if Bidding Documents are obtained from a third-party plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with Addenda, lists of registered Bidding Documents holders, reports on the Site, and other information relevant to submitting a Bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A pre-bid conference for the Project will be held on Thursday August 26 from 1:00pm to 3:00pm at 100 Gothic Road, Mt. Crested Butte, CO 81225. Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Specification Section 00 21 13 Instructions to Bidders that is included in the Bidding Documents.

This Advertisement is issued by:

Owner: Mt. Crested Butte Water & Sanitation District

By: Nicole Bogenschuetz, PE

Title: District Engineer

Date: August 17, 2026

SECTION 00 41 13

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Mt. Crested Butte Water & Sanitation District
100 Gothic Road, Mt. Crested Butte, CO 81225
(970) 349-7575

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- D. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any unit prices indicated in Paragraph 3.02:

- 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
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B. Bidder acknowledges that:

- 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. The estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete on or before November 4, 2026 or June 4, 2027, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2026 or June 30, 2027.
- ~~4.03 Bidder agrees that the Work will be substantially complete within 35 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 50 calendar days after the date when the Contract Times commence to run.~~

4.044.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
 - A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Bidder's Address for giving notices:

Bidder's Contact Person:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

SECTION 00 52 13
~~DRAFT~~ AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Mt Crested Butte Water & Sanitation District ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Rehabilitation of the Timberland Tank 2 ringwall includes demolition of the existing swale and concrete apron, foundation preparation, and placement of a new ringwall to reinforce the existing ringwall. The new ringwall includes encasement of existing valve stems within the new wall. Following installation of the ringwall, a concrete apron and replacement of the concrete swale shall be installed for positive drainage around the tank. Minor site grading, excavation, compaction, and backfill may be required to improve drainage around the tank.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Timberland Tank 2 Ringwall Repairs.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained HDR Engineering Inc. 202 Main St. Suite 200. Grand Junction, CO 81501 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before November 4, 2026 or June 4, 2027, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2026 or June 30, 2027.

4.03 *Contract Times: Days*

A. Not Used

4.04 *Milestones*

A. The Contractor may select one of the following options and only be allotted one tank outage.
Parts of the Work must be substantially completed on or before the following Milestone(s):

Option 1:

1. Milestone 1: Tank Ringwall Complete/Refill Tank, October 15, 2026
2. Milestone 2: Final Grading/Demobilize, November 4, 2026

Option 2:

1. Milestone 1: Tank Ringwall Complete/Refill Tank, May 28, 2027
2. Milestone 2: Final Grading/Demobilize, June 4, 2027

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$810.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner \$810.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement, to the extent permitted by law.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement to the extent permitted by law, and are otherwise in the alternative and in lieu of the liquidated damages identified in Paragraph 4.05.

- 4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract and to the extent permitted by law.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 5 percent of the value of the Work completed (with the balance being retainage).

~~1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 2% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "Fraudulent Practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "Collusive Practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

SECTION 00 73 01
~~DRAFT~~ SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS

OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms, if any, used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The paragraph address system used in these Supplementary Conditions is the same as the paragraph address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

~~SC 1.01.A.16—Add the following to Paragraph 1.01.A.16:~~

~~When the Project is to be constructed under multiple direct Contracts awarded by the Owner, the term "Contractor" shall mean the appropriate prime contractor. Whenever a specific prime Contractor is referred to, terms such as "General Contractor", "Electrical Contractor", "Plumbing Contractor", "HVAC Contractor", or other appropriate Contract-indicating term will be used.~~

SC-1.01.A.40 Add the following to Paragraph 1.01.A.40:

Trucking, shipping, delivery firms, consultants, and entities performing testing or inspection retained by Contractor or any Subcontractor are considered to be Subcontractors.

SC-1.01.A.45 Add the following to Paragraph 1.01.A.45:

Entities that rent construction equipment or machinery, but are not incorporated into the Work, are considered to be Suppliers. If such rental entity furnishes both equipment and one or more personnel to operate and maintain the equipment, such entity is a Subcontractor.

ARTICLE 2—PRELIMINARY MATTERS

No Supplementary Conditions in this Article.

~~2.01—Delivery of Bonds and Evidence of Insurance~~

~~SC-2.01—Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:~~

~~B.—Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out~~

~~(redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.~~

~~2.02—Copies of Documents~~

~~SC-2.02—Amend the first sentence of Paragraph 2.02.A to read as follows:~~

~~Owner shall furnish to Contractor one paper copy of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).~~

~~SC-2.02—Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:~~

~~A. Owner shall furnish to Contractor one paper copy of conformed Contract Documents incorporating and integrating all Addenda and amendments, if any, negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional paper copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.~~

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

~~SC-3.01—Delete Paragraph 3.01.C in its entirety.~~

SC-3.01 Add the following new paragraphs immediately after Paragraph 3.01.GE:

HF. The Specifications and other verbal components of the Contract Documents may vary in form, format, and style. Some Specification sections are written in varying degrees of streamlined or declarative style and some Specifications sections may, in comparison, employ a more-narrative style. Omissions of such words and phrases as "Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined language in the Contract Documents. Omitted words and phrases are incorporated by inference. Similar types of provisions may appear in various parts of a Specifications section or elsewhere in the Contract Documents. Contractor shall not attempt to take advantage of any variation of form, format or style in Change Proposal(s) and Claim(s).

IG. Cross referencing of Specification sections in a Specifications section's heading "Related Sections includes, but are not necessarily limited to: "and elsewhere within each Specifications section is provided as an aid and convenience to Contractor. Contractor shall not rely on cross referencing indicated and is responsible for coordinating the entire Work and providing a complete Project whether or not cross referencing is provided in each Specifications section or whether or not cross referencing is complete.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05.C Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work on the critical path at the time of the delay.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.5 inches per hour of precipitation (as rain equivalent, based on the snow/rain conversion indicated in Table SC-4.05.C-1—Foreseeable Bad Weather Days.
 - ii) Snowfall at the job site greater than 10 inches in a single occurrence.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 0 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the Butte SNOTEL Site (Site Number 380) with a location of 38.89435, -106.95327.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in Table SC-4.05.C-1—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in Table SC-4.05.C-1—Foreseeable Bad Weather Days, will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

Table SC-4.05.C-1—Foreseeable Bad Weather Days

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) ⁽¹⁾	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
August	1	0	0
September	1	1	0
October	1	1	0
November	1	6	0
December	1	19	0
<u>April</u>	<u>1</u>	<u>1</u>	<u>0</u>
<u>May</u>	<u>1</u>	<u>0</u>	<u>0</u>
<u>June</u>	<u>0</u>	<u>0</u>	<u>0</u>
Notes: ¹ Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.			

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Geotechnical Study	June 16, 2026	Geotechnical Baseline Report
Clarifications to Geotechnical Study	August 13, 2026	Specific ringwall geotechnical information.

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically

identifies the Technical Data upon which Contractor may rely: ~~[If there are no such drawings, edit this paragraph to indicate that, and delete the table.]~~

Drawings Title	Date of Drawings	Technical Data
Additions to Water Storage Facility	April 1981	Original Design Drawings

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at 100 Gothic Road, Mt. Crested Butte, CO 81225~~[location]~~ during regular business hours, or may request copies from Engineer.

SC-5.04.A Add the following new paragraph immediately after Paragraph 5.04.A.4:

5. Contractor encounters human remains, recognizes the existence of burial markers, archaeological sites, historical sites, artifacts of potential archaeological or historical interest, or wetlands not shown or indicated in the Contract Documents, Contractor shall immediately cease operations that may disturb such area(s) and secure the adjacent Work; and Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations (Contractor shall continue to suspend such operations until otherwise instructed by Owner but shall continue with all other operations that do not affect those remains or features);

~~SC-5.03 and~~

~~SC-5.04 — Delete in their entirety Paragraphs 5.03 and 5.04. Provisions on subsurface and physical conditions at the Site, and differing subsurface or physical conditions, are in Specifications Section 02-06-13—Geotechnical Baseline Report.~~

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. No known reports to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely exist.
5. No known drawings to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely exist.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to one year after Substantial Completion.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

~~SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:~~

- ~~3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated:~~

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- ~~D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, and umbrella or excess liability policies must include as additional insureds (in addition to Owner and Engineer) the following: Subcontractors and Suppliers.~~
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$ 5 200,000
Each employee	\$ 5 200,000

Workers' Compensation and Related Policies	Policy limits of not less than:
Policy limit	\$ 52 00,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
6. Any limitation or exclusion based on the nature of Contractor’s work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 25 ,000,000
Products—Completed Operations Aggregate	\$ 1,500 ,000
Bodily Injury and Property Damage—Each Occurrence	\$ 12 ,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$ 12 ,000,000
Property Damage	
Each Accident	\$2,000,000
for	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general

liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2 5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. ~~If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.~~

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

SC-6.04 Supplement Paragraph 6.04 with the following provisions:

- F. *Builder's Risk Requirements:* The builder's risk insurance must:
1. Be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. Cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
3. Cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). ~~If this coverage is subject to a sublimit, such sublimit will be a minimum of \${amount}.~~
5. Extend to cover damage or loss to insured property while in transit. ~~If this coverage is subject to a sublimit, such sublimit will be a minimum of \${amount}.~~
6. Allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. Allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. Include performance/hot testing and start-up, if applicable.
9. Be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. Include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."
11. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$10,000.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

~~SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:~~

~~H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.~~

~~1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of not more than \$[number] for direct physical loss in any one occurrence.~~

SC-6.04 Delete Paragraph 6.04.A and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.02 *Supervision and Superintendence*

SC-7.02 Add the following to Paragraph 7.02, following Paragraph 7.02.B:

- C. Unless Owner otherwise agrees in writing, the superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 AM to 6:00 PM, Monday through Friday.
2. Owner's legal holidays during construction are as follows: Labor Day, Veterans Day, Memorial Day.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Friday and Saturday upon request to Owner. Contractor will not perform Work on a Sunday or any legal holiday." The balance of Paragraph 7.03.C remains unchanged except for the foregoing.

~~SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:~~

~~C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.~~

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of overtime (premium) pay and other expense incurred by Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

~~SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:~~

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado ~~[name of state or jurisdiction where the Site is located]~~ and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of materials and equipment to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools or machinery, construction equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.11 Laws and Regulations

SC-7.11 Add the following new paragraph immediately after Paragraph 7.10.C:

- D. Refer to Article SC-19 for Laws and Regulations that, by terms of said Laws and Regulations, are to be included in the Contract Documents. The failure to include in Article SC-19 any Law or Regulation applicable to the performance of the Work does not diminish Contractor's responsibility to comply with all Laws and Regulations applicable to the performance of the Work.

7.14 Hazard Communication Programs

SC-7.14 Add the following new paragraph immediately after Paragraph 7.14.A:

- B *Single Prime Contract*: Contractor shall be responsible for coordinating exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations. Contractor shall provide a centralized location for the maintenance of the safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

SC-7.16.E.1 Delete in its entirety Paragraph 7.16.E.1.b, and replace with the following:

- b. Engineer will provide timely review of such Submittals in accordance with the Schedule of Submittals accepted by Engineer. When Engineer deems such Submittals to be not in conformance with the Contract Documents, Engineer will furnish to Contractor written indication of such non-acceptance. When such Submittals are acceptable, Engineer's acceptance will be indicated in accordance with Specifications Section 01 33 00 – Submittal Procedures.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01.B.5.c.(1) Supplement Paragraph 13.01.B.5.c.(1) by adding the following subparagraphs:

- a) Prior to commencing Work at the Site, submit to Owner, through Engineer, copies of the equipment rental agreements for Owner's approval.
- b) Should Contractor perform Work using rented construction equipment or machinery without Owner's written approval of the associated rental agreement and the parties subsequently disagree on the applicable rental rates, use of such construction equipment and machinery will be compensated on the basis of the rental rate book indicated in Paragraph SC-13.01.B.5.c.(2).
- c) When the rental rate book is used basis for determining compensation for construction equipment and machinery leased from a rental firm, the hourly rate for such equipment shall be determined in accordance with Paragraph 13.01.B.5.(2) of the General Conditions.

SC-13.01.B.5.c.(2) Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract must be approved by the Owner.

SC-13.01.B.5.c Supplement Paragraph 13.01.B.5.c by adding the following subparagraphs:

- 4) *Inactive Equipment and Machinery:* Rental of construction equipment and machinery shall cease when the use thereof is no longer necessary for the Work. Periods of inactivity for such construction equipment or machinery will not be compensable unless agreed upon in writing by Owner, unless the costs of disassembly, removal, transportation, reassembly, and remobilization, as submitted to and accepted by Owner (with advice of Engineer) would exceed the cost of continuing to rent the item(s) during the period(s) of inactivity. Contractor is responsible for obtaining Owner's written approval for compensation for construction equipment and machinery for periods of inactivity. Owner is not responsible for retroactively approving such inactivity. "Period of inactivity" for such items includes periods when the construction equipment or machinery is not used or necessary for the logical and efficient progression of the Work, or when other, available equipment or machinery is suitable for performing the given task.
- 5) *Condition of Equipment and Machinery:* Construction equipment and machinery will be compensable only for serviceable construction equipment and machinery capable of efficiently performing its intended function at the Site. Construction equipment and machinery not in compliance with this Paragraph SC-13.01.B.5.c.5) is not eligible for compensation.
- 6) *Capped Compensation:* Compensation paid Contractor for a given item of Contractor-owned construction equipment or machinery will be capped at, and shall

not exceed, the comparable purchase price of such item of equal or comparable capacity and capability.

SC-13.01.C.2 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, “small tools and hand tools” means items in one or more of the following categories: (1) Items that are ordinarily required for the performing worker’s job function, including but not limited to equipment which ordinarily has no associated licensing, insurance, or substantive storage costs; such as hammers, wrenches, socket tools, manual saws, power saws, chainsaws, common power tools, impact drills, threaders, benders, transits and theodolites and related equipment, and other tools transportable by hand, regardless of ownership of such items; (2) Items such as gang-boxes, ladders, hand carts and similar wheeled items manually operated by workers, extension cords, and similar items; (3) common testing equipment such as insulation testers (megger-testing equipment), amp meters, gas detectors, pressure gauges, and similar items; (4) A purchase price (if purchased new, at retail) of \$500, although such limit is not absolute, and certain items may be deemed by Owner or Engineer as “small tools or hand tools” (and not eligible for compensation) even though such item may have a purchase price greater than the amount indicated in this Paragraph 13.01.C.2.

~~SC-13.03—Delete Paragraph 13.03.E in its entirety and insert the following in its place:~~

~~E.—Adjustments in Unit Price~~

- ~~1.—Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:~~
 - ~~a.—the extended price of a particular item of Unit Price Work amounts to ten percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than ten percent from the estimated quantity of such item indicated in the Agreement; and~~
 - ~~b.—Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~
- ~~2.—The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~
- ~~3.—Adjusted unit prices will apply to all units of that item.~~

~~E.—Adjustments in Unit Price~~

- ~~1.—Contractor or Owner shall be entitled to an adjustment in the unit price if the quantity on an individual bid item extends or fails to achieve ten percent of the estimated quantity at the time of Contract formation plus any additions or deletions included in change orders to the contract.~~
- ~~2.—The adjusted unit price will apply only to all units installed for that bid item.~~

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

~~SC-15.01—Add the following new Paragraph 15.01.F:~~

~~F.—For contracts in which the Contract Price is based on the Cost of Work plus a fee, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.~~

SC-15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined by Engineer not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer or other entity retained by Owner, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08.G Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in Paragraph SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be 1 year after the date of Substantial Completion established in Engineer's certificate of Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 *Governing Law/Jurisdiction/Venue*

- A. This Agreement shall be governed and construed in accordance with the laws of the state of Colorado. The state courts located in Gunnison County, Colorado shall have exclusive jurisdiction and be the exclusive venue for any and all actions arising out of or relating to this Agreement.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the substantially prevailing party shall be entitled to an award of its attorneys' fees and costs incurred in the final resolution proceedings.

ARTICLE 18—MISCELLANEOUS

~~18.08—Assignment of Contract~~

~~SC-18.08—Add the following new paragraph immediately after Paragraph 18.08.A:~~

- ~~B.—The contract between Owner as “buyer” and Contractor as “seller” for procurement of goods and special services (“procurement contract”) will be assigned to Contractor by Owner, and Contractor will accept such assignment. A form documenting the assignment is attached as an exhibit to this Contract.~~
- ~~1.—This assignment will occur on the Effective Date of the Contract, and will relieve the Owner as “buyer” from all further obligations and liabilities under the procurement contract.~~
- ~~2.—Upon assignment, the “seller” will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller’s performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.~~
- ~~3.—Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.~~
- ~~4.—Except as noted in the procurement contract, all rights, duties and obligations of Engineer to “buyer” and “seller” under the procurement contract will cease upon the assignment to Contractor.≡~~

SC-18.11 Add a new paragraph immediately after Paragraph 18.10:

SC-18.11 *Confidential Information*

- A. All Drawings, Specifications, technical data, and other information furnished to Contractor either by Owner or Engineer or developed by Contractor or others in connection with the Work are, and will remain, the property of Owner or Engineer, and shall not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of Owner or Engineer.
- B. The following information is not subject to the above confidentiality requirements:

1. information in the public domain through no action of Contractor in breach of the Contract Documents; or
2. information lawfully possessed by Contractor before receipt from Owner or Engineer; or
3. information required to be disclosed by Laws or Regulations, or by a court or agency of competent jurisdiction. However, in the event Contractor shall be so required to disclose such information, Contractor shall, prior to disclosure, provide reasonable notice to Owner and Engineer, who shall have the right to interpose all objections Owner may have to the disclosure of such information.

SC-18.12 Add a new paragraph immediately after Paragraph 18.11, to read as follows:

SC-18.12 *Publicity*

- A. Contractor shall not disclose to any third party the nature of its Work on the Project, nor engage in publicity or public media disclosures with respect to the Project without the prior written consent of Owner.

SC-19 Add new article immediately after Article 18, to read as follows:

ARTICLE SC-19 – STATUTORY REQUIREMENTS

SC-19.01 This article contains portions of certain Laws or Regulations which, by provision of Laws or Regulations, are required to be included in the Contract Documents. The matters addressed in this Article SC-19 may not be complete or current. Contractor's obligation to comply with all Laws and Regulations is set forth in Paragraph 7.11 of the General Conditions.

SC-19.02 Pursuant to C.R.S. Section 24-91-103.6:

- A. The amount of money appropriated is equal to or in excess of the Contract amount.
- B. It is prohibited the issuance of any Contract modification, as defined in C.R.S. Section 24-101-301(10), or other form of modification or directive by Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by Owner that lawful appropriations to cover costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract.
- C. For any form of modification or directive by Owner requiring additional compensable work to be performed, Owner must reimburse Contractor for Contractor's costs on a periodic basis for all additional directed work performed until a contract modification is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to Owner for the additional compensable work to be performed.

SC-19.03 In carrying out its obligations and activities under this Contract, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Owner. Contractor does not have any authority to bind Owner in any manner whatsoever. Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Owner. Nothing contained in this Contract shall constitute Contractor as being an employee of Owner, nor shall any

employment relationship between Owner and Contractor be created by the terms hereof. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

SC-19.04 Liability for claims for injuries to persons or property arising from the negligence of Owner, its boards, commissions, committees, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

SC-19.05 To the extent applicable, Contractor shall comply with C.R.S. § 8-17-101 regarding the employment of Colorado labor on the project, and to the extent Contractor can establish a waiver under that statute.

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Location and description of Work and prior uses of the Site.
2. Construction Contracts for this Project.
3. Others retained by Owner for the Project.
4. Work by Owner.
5. Sequence and progress of Work.
6. Contractor's use of the Site.
7. Easements and rights-of-way.
8. Partial utilization by Owner.
9. Utility owners.

1.2 LOCATION AND DESCRIPTION OF WORK

- A. The Work is located in unincorporated Gunnison County near the Town of Mt. Crested Butte on Gunnison County Parcel 317700000193 which is a U.S. Forest Service (USFS) owned parcel. The Timberland Tanks and tank site are operated by and for the Mt. Crested Butte Water & Sanitation District under a Special Use Permit with the USFS. An aerial image of the tank site is below and a copy of the USFS Special Use Permit is available as outlined in Section 00 21 13.
1. Description of the permitted use area from Special Use Permit GUN1859: This permit covers 20.61 acres in the Sec. 13, T. 13 S., R. 85 W., 6TH PRINCIPAL MERIDIAN, SW1/4 Sec. 15, T. 13 S., R. 86 W., 6TH PRINCIPAL MERIDIAN, SW1/4 Sec. 24, T. 13 S., R. 86 W., 6TH PRINCIPAL MERIDIAN, Sec. 25, T. 13 S., R. 86 W., 6TH PRINCIPAL MERIDIAN, ("the permit area"), as shown on the map attached as Appendix B1, B2, B3, and B4. This and any other appendices to this permit are hereby incorporated into this permit.
- B. Access to the site is by way of a paved and gated easement along the boundary of Gunnison County Parcels 317724303048 and 317724303045 otherwise known as 192 Anthracite Drive, and 194 Anthracite Drive, Town of Mt. Crested Butte, CO 81225. An aerial image showing the tanks, access road, and adjacent parcels is below.



Figure 1. Aerial view of the Timberland Tanks 1 & 2 Sites.

- C. Work to be performed under this Contract includes, but is not limited to, rehabilitation of the Timberland Tank 2 ringwall including placement of a new ringwall around the existing ringwall, straightening and encasement of existing valve stems in the new wall, reorientation of the electrical conduit, excavation, compaction, and backfill as specified. The ringwall shall be capped with a concrete apron for positive drainage away from the tank. Site grading, concrete swale, and drainage improvements are required as is all other Work described in the Contract Documents.
- D. Contracting Method: The Project will be constructed under a single prime construction Contract.
- E. Hazardous Environmental Conditions:
 - 1. To the best of Owner's knowledge the site was undeveloped U.S. Forest Service land prior to installation of the Timberland Tank 1 & 2.

1.3 CONSTRUCTION CONTRACTS FOR THIS PROJECT

- A. Single Prime Construction Contract: The Contract requires all the Work for the Project not expressly allocated to Owner or others in the Contract Documents.

1.4 OTHERS RETAINED BY OWNER FOR THE PROJECT

- A. Engineer:

1. Engineer is identified in the Agreement.
 2. Engineer's responsibilities for the Project, relative to Contractor, are indicated throughout the Contract Documents.
 3. Whether the Engineer may furnish the services of a Resident Project Representative (RPR) for the Project is indicated in the Supplementary Conditions.
- B. Non-Professional Services Contracted by Owner: Owner will retain services of the following entities to perform the services indicated relative to the Project. Contractor shall coordinate and schedule the Work with, and cooperate with, the entities performing the following services for Owner.
1. Code-Required Special Inspections and Testing:
 - a. Owner has, or will, retain the services of a qualified testing laboratory to perform code-required testing and special inspections for the Work, in accordance with Section 01 45 33 - Code-Required Special Inspections and Procedures, and selected other provisions of the Contract Documents related to field testing.
 - b. Identification: Code-required special inspections retained by Owner will be performed by CMT Technical Services.
- C. Other Professional Services Contracted by Owner: Owner will retain services of the following entities to perform the services indicated relative to the Project. Contractor shall coordinate and schedule the Work with, and cooperate with, the entities performing the following services for Owner.
1. Geotechnical Special Inspector or Consultant:
 - a. Owner has, or will, retain the services of a qualified geotechnical engineering consultant to serve in the role, and have the responsibilities of, the "geotechnical special inspector or consultant" (and similar, derivative terms such as, "geotechnical consultant") relative to the Work, in accordance with Drawings.
 - b. Identification: Geotechnical special inspection and consulting services will be performed by CMT Technical Services.
 2. Concrete Special Inspector or Consultant:
 - a. Owner has, or will, retain the services of a qualified concrete inspector to serve in the role, and have the responsibilities of, the "concrete special inspector or consultant" relative to the Work, in accordance with Drawings.
 - b. Identification: Geotechnical special inspection and consulting services will be performed by CMT Technical Services.

1.5 WORK BY OWNER

- A. Owner will perform the following in connection with the Work:
1. Operate all existing valves, flow-control gates, pumps, equipment, and appurtenances that will affect Owner's operations or facility processes, unless otherwise specified or indicated.
 2. Owner will drain the tank level in Tank 2 following 48-hour notice from Contractor.
 3. Owner will acquire all permits required for Work.

1.6 SEQUENCE AND PROGRESS OF WORK

- A. Sequencing:
1. Incorporate sequencing of the Work into the Progress Schedule.
 2. Sequencing Requirements:
 - a. Tank offline by Owner.
 - b. Remove electrical conduit.
 - c. Demolition of existing concrete.
 - d. Foundation preparation, grading, and testing.
 - e. Concrete preparation including formwork and rebar.

- f. Concrete placement and subsequent material testing.
 - 1) Tie in existing valve stems into the ringwall.
- g. After satisfactory concrete strength testing results, reinstall existing conduit then the tank will be placed back in service by Owner.

B. Requirements for sequencing and coordinating with Owner's operations, including maintenance of facility operations during construction, and requirements for tie-ins and shutdowns, are in Section 01 14 16 - Coordination with Owner's Operations.

B.C. The Contract will permit one tank outage or shutdown either in the Fall 2026 or Spring 2027. No demolition shall occur between October 15, 2026 to April 15, 2027.

1.7 CONTRACTOR'S USE OF SITE

A. Use of Site - General:

1. Limits on Contractor's use of the Site are indicated on the Drawings and include disturbed footprint around tanks and asphalt access road.
2. Contractors shall share use of the Site with other contractors and others specified in Articles 1.3 through 1.6 (inclusive) of this Section.
3. Relocate stored materials and equipment that interfere with operations of Owner, other contractors, and others performing work for Owner.
4. No heavy equipment shall bear within 15 feet of the upper edge of retaining wall.

B. Owner will occupy the Site jointly with Contractor during construction for performance of Owner's typical operations. Coordinate with Owner in all construction operations to minimize conflicts between Contractor and Owner's employees and others under Owner's control.

C. Additional storage area available upon request at the Mt. Crested Butte Water Treatment Plant, 2 Prospect Drive, Crested Butte, CO 81225.

D. Vehicular Access and Parking

1. Contractor shall provide temporary signage on existing access roads, construction roads, walks, parking areas, and appurtenances necessary and required during the Project for use by Contractor, Owner and facility manager (if other than Owner) and entities for which they are responsible, and emergency vehicles.
2. Contractor shall make arrangement for offsite haul routes and shall comply with restrictions on haul routes imposed by authorities having jurisdiction and the Contract Documents.
3. The access gate shall remain closed and locked when site is not occupied.
4. All storage, light vehicle traffic, and parking shall remain on asphalt and hardened surfaces behind the access gate. If parking, unloading, and/or loading are required in the Town of Mt. Crested Butte's right-of-way on Anthracite Drive, comply with Town Code.
 - a. Contractor is allowed to use Owner's existing access roads, starting on the Effective Date of the Contract and after complying with other Contract requirements relative to starting the Work at the Site.
5. A temporary access road may be required to access the tank.
 - a. Temporary Access Roads in Areas Different from Permanent Pavement:
 - 1) Provide temporary access roads and parking areas adequate to support and withstand traffic loads during the Project. Locate temporary access roads and parking areas within the construction limits shown or indicated in the Contract Documents.
 - b. Removals: When no longer needed for the Project and prior to eligibility for final inspection:
 - 1) Remove temporary access roads, walks, and parking areas that are not intended for, or acceptable for, integration into permanent pavement. Return areas of temporary access roads, walks, and parking to preconstruction condition unless otherwise required by the Contract Documents.

E. Prohibitions:

1. Do not use the Site for the following:
 - a. Conducting Contractor's business not related to the Project or other work for Owner.
 - b. Overnight lodging or other, non-work use of the Site by workers or others for whom Contractor is responsible, whether housed in recreational vehicles, other vehicles, tents, quarters in field offices or Contractor-furnished temporary structures, or in work areas, is unacceptable.

1.8 EASEMENTS AND RIGHTS-OF-WAY

A. Easements and Rights-of-Way - General:

1. Easements and rights-of-way required for the permanent improvements included in the Work will be provided by Owner in accordance with the General Conditions and Supplementary Conditions.
2. Confine construction operations within the disturbed area as identified within the USFS Special Use Permit, public rights-of-way, easements obtained by Owner, and limits shown, and property for which Contractor has made arrangements directly with property owner(s).
3. Use care in placing construction tools, machinery and equipment, excavated materials, and materials and equipment to be incorporated into the Work to avoid damaging property and interfering with traffic.
4. Do not enter private property outside the construction limits without permission from the owner of the property.

1.9 PARTIAL UTILIZATION BY OWNER

A. Prior to Substantial Completion of the entire Work under the Contract, substantially complete the Work as follows:

1. Work indicted for Milestones (if any).
 - a. Milestone 1: Tank Ringwall Complete/Refill Tank
 - b. Milestone 2: Final Grading/Demobilization

1.10 UTILITY OWNERS

A. Utilities known to Engineer and that may have Underground Facilities or other facilities in the vicinity of the Work are:

1. Mt. Crested Butte Water & Sanitation District:
 - a. Water and Sewer Facilities
 - b. 100 Gothic Road, Mt. Crested Butte, CO 81225
 - c. Telephone: 970-349-7575
2. Gunnison County Electric Association:
 - a. Electrical Facilities
 - b. 37250 US Highway 50, Gunnison, CO 81230
 - c. Telephone: 970-641-3520
3. Atmos Energy:
 - a. Gas Facilities
 - b. 204 Sydney Street, Gunnison, CO 81230
 - c. Telephone: 866-322-8667
4. Spectrum:
 - a. Telephone and Internet Facilities
 - b. 632 Market Street, Suite E-2, Grand Junction, CO 81505
 - c. Telephone: 855-741-2243.

B. Utilities and their owners indicated in the Contract Documents are for Contractor's convenience. Neither Owner nor Engineer will be liable to Contractor or any utility owner for failure to indicate

utility, its owner, or complete and correct contact information in the Contract Documents where Contractor's reasonable and ordinarily-exercised diligence would reveal the presence of the utility and its owner. Nothing in the Contract mitigates Contractor's responsibilities under Laws and Regulations, including "call before you dig" regulations.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

ATTACHMENT 1 – PREBID MEETING MINUTES AND QUESTIONS WITH ANSWERS

August 26, 2026

Pre-Bid Meeting Minutes

Location: District Headquarters – 100 Gothic Road – Time 1:00-pm

1. Introductions
2. Sign in Sheet (attached)
3. Bid Information
 - a. Announce Addenda
 - b. Clarify Summary of Work
 - c. Change Order Pricing Expectations: **Lump Sum Bid / Unit Price needed for Change Order Approvals.**
4. Qualifications
 - a. Highlight this is a high-risk project that requires coordination. So, showing that you have experience with sequenced projects is important.
5. Site Location
 - a. Noise
 - b. Work Days and Time
 - c. Drainage on site
 - d. Retaining wall offsets
6. Project Background
7. Drawing and Specification Review
 - a. Compaction – not in voids, clean them up and fill with concrete
 - b. Ringwall Excavation – no more than 6" below existing ring wall bottom
 - c. Owner Coordination – Tank drained to 25% or lower by owner. Notification needed for start work, and for substantial completion/tank filling.
 - d. Owner Testing: Compaction, Rebar, & Concrete
 - e. Water and Electricity to be provided by Owner. Water not to be used for other projects.
8. Permits
 - a. US Forest Service
 - i. Stormwater BMPs **are expected to be followed**
 - b. Gunnison County
9. Time of Completion and Goal of LD's
10. Property Requirements
 - a. Confine activities/storage behind the gate
 - b. Port-a-potty
 - c. Coordinate activities with the Owner.
11. Retainage
12. Questions

Location: Timberland Tanks – Time: 2:30-pm

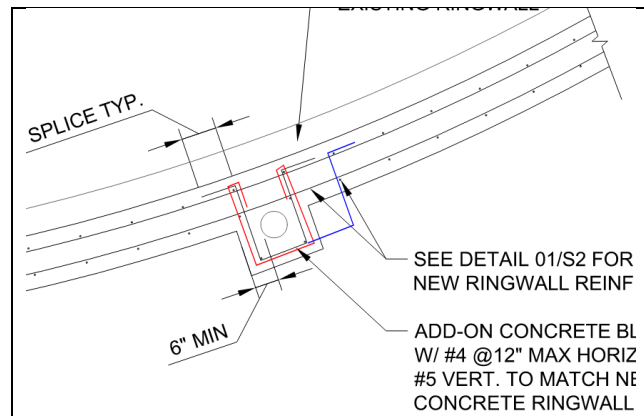
13. Site Tour

Questions Asked at the Meeting:

1. Is there an anticipation of extra work being added to the project? **Not at this time but if work is to be added after contract award due to unknown site conditions or owner directed scope expansion a basis of change order pricing that includes unit pricing and quantities would be expected.**
2. Was/Is site visit mandatory? **No**
3. Equipment rates for change orders? Will we (Contractor) provide or the Owner? **The Contractor should plan to provide Price Change Proposals that include their labor, equipment, and other unit pricing necessary to obtain approval from Owner.**
4. Is unit pricing required on schedule of values? **We would appreciate basic unit pricing linked to the SOV during contracting.**
5. Owner to purchase builders risk insurance, spec requires a contractor floater policy. District to provide additional information on the gap. **The Owner waives this requirement. The Owner will purchase Builder's Risk Insurance / The Contractor Shall Provide Builder's Risk Insurance.**
6. Retaining Wall: Is it ok to work between it and the tank? **Yes, we don't know the bearing capacity for the retaining wall so would like to restrict large equipment (example – pump truck, crane, etc.) within 15 ft. Passenger vehicles are ok. Access around the wall and between the wall and tank is ok.**
7. Question on S2 Note 7 – how to wet concrete for bonding, clarify the conflict in text.

7. EXISTING CONCRETE SURFACES TO HAVE NEW CONCRETE PLACED AGAINST THEM SHALL BE CLEANED OF ALL SOIL AND OTHER DELETERIOUS MATERIALS. WET EXISTING CONCRETE SURFACE FOR 24 HOURS PRIOR TO PLACEMENT OF NEW CONCRETE. WATER SHALL NOT ACCUMULATE IN BOTTOM OF FORMWORK OR ON SURFACE OF EXISTING WALL.	1. Wetting of old concrete surface is required and is a contractor means and methods. Consider a misting device or a water absorbing wrapping. 2. Preventing water accumulation on the surface of the existing wall, on the tank apron, or within the formwork is a contractor means and method. Consider the use of plastic or tarping to protect the top of the ringwall and apron. Consider how your formwork is constructed so that it drains and water does not pool.
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8. Clarify Inspections – **Owner to provide compaction, rebar, and concrete testing through outside contract with CMT.**
9. Clarify requirements on anchors and space for hoops.

	Please refer to Sheet S1 – Note C7: Reinforcing Shop Drawings are a Required Submittal. Please provide rebar details with your submittal prior to installing rebar. The markup below is illustrative in nature, and shows other approaches to rebar tie in that could be acceptable depending on actual location and alignment of pipes, valves, with existing and new rebar. All rebar, penetrations, valves, and remedial ties to be field fit by Contractor based on submittals required under S1 Note C7 and Owner inspection.
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10. Detail 1 – any diagonal rebar needed at weep hole penetrations? **The weep holes themselves are small enough that diagonal rebar will not be required. The exception is if a weep hole is placed in conflict with a vertical rebar element, then diagonal supports would be needed to bridge between rebar elements. The same may be true for valve stems, valves, and electrical conduits. If they can be placed or relocated to avoid conflicts with rebar while providing minimum cover requirements, they will be accepted without diagonal or additional rebar support. In addition, Sheet S1 requires rebar details as a submittal.**
11. Around the circumference of the tank, conduit crosses over the ring wall. Is it part of the scope to remove and replace the conduit? **Yes, the conduit is for the water sensors that can be disconnected after draining the tank and reconnected prior to refilling the tank, see Section 01 11 00, paragraph 1.6.**
12. The valve cans are not straight, is correcting the valves part of the scope? **Yes, the valves are shallow and should be corrected prior to being encapsulated into the ring wall.**
13. What is the maximum flow rate of water into the drain around the tank? **Water can flow through the drain around the tank but should be limited to prevent damage to the adjacent properties, Section 01 57 05, paragraph 3.4, A.**
14. Is additional storage area available? **Yes, additional storage area available upon request at the Water Treatment Plant (2 Prospect Drive, Mt. Crested Butte, CO 81225), Section 01 11 00, paragraph 1.7, C.**

Questions Submitted Via Email

15. Extra Work: Has any extra or follow-on work been identified and is currently anticipated for this Project? **See Question 1**
16. Site Visit: The Specification Package says the pre-bid conference is encouraged but not required, while Article 6.02 states that the bidder has visited the Site. Please confirm whether a site visit is required to submit a bid. **The site visit is not mandatory. Article 6.02 shall be amended to state “the bidder has had the opportunity to visit the Site.”**
17. Change-Order Equipment Rates: Please identify the equipment rate schedule the Owner/Engineer will accept for changed or force-account Work so bidders understand the basis that will be used for equipment compensation. **Please refer to Addendum 1. Contractor understands that basic unit price and rate information may be requested as part of Owner/Engineer review of change order pricing.**
18. Bid Justification: Article 2.03 Before Starting Construction states “a preliminary Schedule of Values for all of the Work which includes quantities and prices of items....” Please confirm whether this Schedule of Values requirement applies to this lump-sum Project. **Please refer to Addenda 1. The District requests a Schedule of Values be submitted for pay application approval.**
19. Builder's Risk / Installation Floater: The Supplementary Conditions state that Owner will purchase and maintain builder's risk insurance for the Project. A subsequent provision also requires Contractor to purchase and maintain an installation floater. It is unclear whether these coverages are intended to apply concurrently, what property is covered

by each policy, and where responsibility for property loss transfers between Owner and Contractor. **The requirement for Contractor to provide a floater on the Owner's Builder's Risk insurance is waived.**

20. Please confirm that the Owner will provide the builder's risk coverage identified in the Project Documents and provide the coverage limits, deductible, covered property, exclusions, and insured parties. **See Questions 5 and 19.**
21. Survey and Construction Control: Please identify the survey control, benchmarks, tank center point, and reference elevations that will be provided by the Owner. Please clarify how much construction surveying and layout the Contractor is expected to perform. **Please refer to Addendum 1. Owner does not plan to provide survey control information.**
22. Existing Ringwall Repair Quantities: Sheet S2 includes a repair detail for damaged portions of the existing ringwall but does not define the limits or quantity of this repair work. **The limits of repair work are the entire ringwall. All Contractors are welcome to schedule a site visit if additional inspections, quantity calculations and/or measurements are needed in accordance with Section 00 21 13, paragraph 5.04, C.**
23. Demolition Limits The drawings do not clearly dimension the limits of removal for the existing concrete apron, drainage improvements, existing damaged concrete, or other materials surrounding the ringwall. Please provide the demolition and removal limits that are to be included in the lump-sum bid. **All Contractors are welcome to schedule a site visit if additional quantity inspection, calculations and/or measurements are needed in accordance with Section 00 21 13, paragraph 5.04, C.**
24. Tank Operating Level During Construction: Please identify the required tank water level during excavation, ringwall construction, concrete curing, backfilling, and other work that could affect the existing tank foundation. **Approximately 25% Full.** Please also identify who is responsible for drawing down the tank and maintaining the required water level. **The Owner, please refer to Addendum 1 – Section 01 14 16 Coordination with Owner.**
25. Existing Utilities and Valve Penetrations: Sheet S2 identifies existing valve pipes around the ringwall and requires their locations to be field verified. The drawings do not appear to provide a schedule identifying the quantity, size, elevation, configuration, or exact location of these penetrations. **Contractor to field verify.** Please provide the known locations, sizes, and elevations of the existing valve/utility penetrations and the quantity and configurations bidders should carry. **Contractor to field verify.** Please also clarify how reinforcing is to be handled where the new ringwall reinforcing conflicts with existing penetrations. **Refer to Drawing S1 – Contractor to provide rebar details as a submittal.**
26. Retaining Wall: Please confirm whether the retaining wall has been evaluated for structural stability and whether any maintenance or repair is expected as part of this Project. **The retaining wall is not part of this project. Contractor shall not park large equipment within 15-ft of the retaining wall.**
27. Existing Retaining Wall: The existing retaining wall is shown on Sheets S2 and S3 but its existing geometry, foundation, structural condition, and relationship to the proposed excavation are not fully defined. Please clarify what work, protection, temporary support,

or restoration related to the existing retaining wall is included in the Contractor's scope. **This is means and methods. The existing retaining wall is not part of the project, and the Contractor is not expected to modify, repair, or disturb it. If the retaining wall is disturbed the Contractor shall restore the retaining wall to its previous or better condition. Access to the tank ringwall, apron, and swale near the retaining wall should be possible with a small excavator, but hand work may be required. Contractor to propose the appropriate methods.**

28. Missing/Incomplete Contract Placeholders: Several provisions contain bracketed master-specification placeholders, editing instructions, or incomplete values. (i.e. Insurance provisions, retainage %, geotechnical provisions) Please complete or remove the placeholders and editing notes by Addendum before bid. **Retainage is to be 5%.**
29. Unrelated Addendum Information: The Addendum form included near the end of the Specification Package contains references to equipment and facilities that do not appear related to the Timberland Tank Ringwall Repair Project. Please confirm these items are example/form language only and are not part of the Project scope. **The addendum form is a template.**
30. Excavation Limits and Existing Foundation Protection: The proposed ringwall requires excavation immediately adjacent to the existing ringwall/tank foundation. The drawings also restrict disturbance of material supporting existing structures. Please identify the allowable excavation limits next to the existing ringwall and confirm the design assumptions for temporary support and stability of the existing tank foundation during construction. If the design requires temporary shoring or an engineered excavation support system, rather than leaving it to Contractor means and methods, please provide the design criteria. **As discussed in the pre-bid meeting. The maximum excavation depth below the existing ringwall is 6-inches.**
31. Proposed Drainage Grades: The drawings indicate that positive drainage is to be provided around the tank; however, a complete proposed grading plan, swale profile, spot elevations, and drainage tie-in elevations do not appear to be provided. Please provide enough proposed elevations and grades to establish the finished drainage condition and allow bidders to quantify the excavation and grading. **In accordance with Drawing S2, the swale and apron lining shall be removed and replaced in kind with positive drainage and field fit to tie into existing ring wall and swale.**
32. October 15 Refill Milestone: The Agreement establishes October 15 as the milestone for "Tank Ringwall Complete/Refill Tank." Please define what must be complete for the October 15 milestone, including concrete strength, minimum cure time, inspections/acceptance, backfill, drainage/apron work, and any other requirements before the tank can be refilled. **The ringwall must pass concrete strength testing requirements prior to tank refill. The apron and drainage work may occur after tank refill.** Please also confirm who authorizes the tank to be refilled. **See Section 01 14 16 – Coordination with Owner's Operations. Upon concrete strength testing results, the tank may be placed back into service by Owner. Contractor shall meet the criteria and submit Submittal 1.4, 2 in section.**
33. Contract Time: The Bid Form references completion within 35 calendar days and Final Completion within 50 calendar days, while the Agreement establishes fixed milestone

dates including October 15, November 4, and November 15. Please clarify which schedule requirements control and how the fixed dates will be adjusted if the Notice to Proceed occurs later than anticipated. **If necessary, the agreement may be modified prior to execution. The District requires that the tank be serviceable and back in operation (which requires ringwall placement and successfully passing strength tests) by November 15 at a minimum.**

34. Working Hours: The Supplementary Conditions contain multiple provisions concerning regular working hours (i.e. 7:00 AM – 6:00 PM Monday through Friday), weekend/holiday work, and Contractor discretion regarding working days and hours. Please clarify the allowable working days and hours for this Project. **See Addendum 1. Contractor to adhere to the most restrictive working hours requirements from the Town of Mt. Crested Butte, the Gunnison County Special Use Permit, or the US Forest Service Permit.**
35. Performance Damages: The Project Documents reference “performance damages” as a potential set-off against payment. Please identify where performance damages are defined and provide the applicable amount or method of calculation. If performance damages are not intended for this Project, please remove the reference. In reference to **Section 4.07 of the EJCDC Standard Agreement – This document references “performance damages (if any)” which provides for an instance of this contract where performance damages are not contemplated if they are not described. They are not described.**
36. Existing Concrete Condition: Please clarify whether the Owner/Engineer has performed any sounding, testing, reinforcing investigation, or other condition assessment of the existing ringwall beyond what is shown on Sheet S3. If additional deterioration is found after construction starts, please confirm that repairs beyond the bid-defined limits will be treated as additional Work. **Please refer to Specification 01 32 33 Project Photographic Documentation in Addendum 1. The reason this specification is included in the addenda is to document observable deterioration in the ringwall. If significant deterioration is found on areas of the ringwall that are not observable prior to construction, then a change order would be considered. However, the Contractor should hold some allowance for fixing concrete deterioration that is similar to what is observable.**
37. Testing and Inspection: Please provide the testing and special inspection requirements for concrete, reinforcing, subgrade, structural fill, anchors/dowels, and other Work. Please also identify which testing is Owner-paid and which is Contractor-paid. **Owner-paid, code-required special inspections and testing will be completed by CMT Technical Services. See Section 01 45 33 – Code-Required Special Inspections and Procedures for additional information.**
38. Spoils and Unsuitable Material: Please clarify whether excavated material may remain onsite and identify the approved stockpile or disposal areas. **Any material that is not reused onsite must be removed and disposed of.** Please also clarify who is responsible for the cost of disposing of unsuitable or contaminated material that cannot be reused. **If contaminated or hazardous material is encountered it would be the**

District's responsibility to pay for remediation or disposal using a Contract Change Order.

39. Restoration Limits: Please define the required limits for final grading, revegetation, surface restoration, drainage restoration, and repair of areas disturbed by construction access or staging. **The final limits of restoration shall be all areas disturbed by the Contractor during the course of construction.**
40. Tank Shell Protection: Please identify the required protection measures and tolerances for work immediately next to the existing steel tank shell, including any restrictions on equipment, vibration, welding, grinding, excavation, or concrete placement near the tank. **See Mt. Crested Butte Water & Sanitation District Standards and Specifications for Special Compaction.**
41. Dimensional Tolerances: Please provide the allowable tolerances for the new ringwall relative to the existing tank shell and foundation, including radius, elevation, clearances, and finished concrete alignment. **The ringwall shall be constructed in accordance with the bid drawings. The new ringwall is to be doweled into the existing ringwall and shall not be offset from the existing ringwall. All other dimensions requested are provided in the bid documents.**
42. Existing Concrete Apron: Please define the limits and finished elevations for the concrete apron work, including how areas where the existing apron elevations or conditions differ from the typical detail are to be handled. **Please remove and replace the concrete apron and concrete swale lining.**
43. Weather and Cold-Weather Concrete: The Contract establishes restrictive criteria for obtaining weather-related extensions while the Work is scheduled during fall conditions in Mt. Crested Butte. Please confirm whether the lump-sum bid is to include cold-weather protection, heating, blankets, temporary enclosures, ground thawing, snow removal, and other measures needed to place and cure concrete during normal fall weather. **Please assume that standard concrete blankets will be required to protect concrete overnight. Additional cold weather protection – temporary enclosures, ground thawing, snow removal, etc. should be set aside in an allowance on your bid. This allowance will not be considered part of the lump-sum amount for selection.** Please also clarify whether weather that prevents specification-compliant concrete placement but does not meet the Contract definition of a "bad weather day," remains entirely the Contractor's risk. **This would remain Contractor Risk.**
44. Additional Insured Requirements: The Supplementary Conditions appear to require Subcontractors and Suppliers to be additional insureds under Contractor's policies. Please confirm whether this requirement is intentional. **Yes**
45. Unit-Price Adjustment Provisions: The Supplementary Conditions appear to contain two different provisions governing adjustments resulting from variations in unit-price quantities. Please clarify which provision controls. If the Project is entirely lump sum and these provisions do not apply, please confirm. **The project is lump sum bid. Change order requests will require sufficient backup information in the form of unit prices, equipment and labor rates, and other costs of construction for the Owner/Engineer to review and approve. A schedule of values will be required for pay application approval.**

46. Saturated Soak: The plans note that the existing concrete is to be wet 24 hours prior to placement. Please confirm that the 24-hour soak is required. **This is required.**
47. Undermining: The technical information shows damage to the existing ringwall that exposes the subfoundation below the tank. Please confirm whether any investigation has been performed to determine if the existing compacted fill has been displaced or washed out by weather. **No additional studies have been performed.**
48. Compaction Requirements: Sheet 2 of the plans calls for scarifying 6 inches into the existing material and recompacting to 98% ASTM D698 Standard Proctor, while Table 16.1 of the geotechnical report shows $\geq 95\%$ for structural fill and $\geq 90\%$ for nonstructural fill. Please clarify which compaction requirement governs. **$\geq 95\%$ for structural fill and $\geq 90\%$ for nonstructural fill.**
49. Project Documents – 00 52 13 – Article 7.01: Article 7.01 lists the documents comprising the Project and states there are no documents other than those listed. The Specifications and Drawings do not appear to be expressly listed. Please confirm that the issued Specifications, Drawings, Addenda, and other documents intended to govern the Work will be part of the Agreement and provide a complete list of the Project Documents. **The Drawings, Specifications, and Addenda are part of the Contract Documents and will be expressly stated as such in the final contract.**
50. Missing Division 01 Specifications: The Table of Contents identifies Division 01 sections that do not appear to be included in the Specification Package provided to bidders. Please provide the Division 01 sections that apply to the Work, or confirm that the listed sections do not apply. **Refer to Addendum 1.**
51. Differing Site Conditions / Section 02 06 13: The Supplementary Conditions identify geotechnical information upon which Contractor may rely but subsequently delete Paragraphs 5.03 and 5.04 and state that differing subsurface or physical conditions will instead be governed by Section 02 06 13, Geotechnical Baseline Report. Section 02 06 13 does not appear to be included in the Specification Package. Please provide Section 02 06 13 and clarify which geotechnical documents and information the Contractor can rely on for bidding and construction. **Refer to Addendum 1, removing reference to Geotechnical Baseline Report.**
52. Existing Conditions and Field Verification: The drawings require the Contractor to field verify numerous existing dimensions and conditions. The Bid Form and Agreement also require the Contractor to represent that it has sufficiently investigated the Site and determined that no additional investigations are necessary. Please clarify which existing dimensions, elevations, utility locations, and physical conditions bidders are expected to rely on, and which items are intended to be field verified after award. **The District believes enough information is provided in the Bid Documents for a qualified Contractor to accurately estimate this work.** If field verification after award identifies conditions materially different from the Project Documents, please confirm that any resulting changes will be handled through a change in Contract Price and/or Contract Time, as applicable. **The District declines to respond to this question because it is vague and lacks a clear definition of “materially different”.**
53. Existing Ringwall Survey and Geometry: Sheet S2 requires field verification of existing ringwall/tank geometry but does not provide a complete existing-condition survey

establishing the actual ringwall radius, wall elevations, tank-to-ringwall offsets, or variations around the circumference. Please provide the surveyed ringwall geometry and elevations used for the design, or provide a dimensional baseline for bidders to use for pricing. **All Contractors are welcome to schedule a site visit if additional inspections, quantity calculations and/or measurements are needed in accordance with Section 00 21 13, paragraph 5.04, C.**

54. Overtime Inspection Costs: The Supplementary Conditions require Contractor to reimburse certain Owner/Engineer costs associated with overtime, weekend, or holiday work. With the fixed October 15 milestone, please confirm whether the Contractor will be responsible for Owner/Engineer overtime costs if overtime or weekend work is needed to maintain the schedule through no fault or delay of the Contractor. **No, the Contractor will not be required to reimburse the Owner for Owner/Engineer costs associated with overtime, weekend, or holiday work if overtime or weekend work is needed to maintain schedule through no fault or delay of the Contractor. Please note that failure to schedule concrete placements or failure to meet schedule on behalf of vendors or other third parties other than the Owner/Engineer would be considered "fault or delay" of the Contractor.**
55. Existing Reinforcing: Please identify what information regarding the existing ringwall reinforcing bidders can rely on. Sheet S3 includes historical/reference details but notes that the information has not been independently verified. Please clarify what bidders should assume if the actual reinforcing differs from the historical information. **The design of the new ringwall does not rely on rebar within the existing ringwall. The District believes a qualified Contractor would be able to adjust rebar dowel points and tie-ins as required to complete the work.**
56. Dewatering: Please identify the groundwater or seepage conditions expected at the excavation and clarify how much dewatering should be included in the lump-sum bid. **Please refer to the geotechnical report.**
57. Site Access and Staging: Please identify the areas that will be available to the Contractor for equipment access, material storage, concrete operations, spoils, reinforcing fabrication, and temporary staging. **Please refer to Question 14.** Please identify any equipment weight, access, road, or operational restrictions that need to be included in the bid. **Please refer to Town of Mt. Crested Butte construction requirements.**
58. Requested Response: Several of these items directly affect scope, pricing, schedule, insurance, and existing-condition risk. Lacy Construction requests that the applicable responses be included in a written Addendum rather than only discussed verbally at the pre-bid meeting. The intent is to make sure all bidders are working from the same scope and assumptions. **Refer to Addendum 1.**



Meeting Sign-In

Name	Company	Phone	Email