

**CONTRACT DOCUMENTS
FOR
LA PLATA ARCHULETA WATER DISTRICT**

For:

**Construction of
Phase 1H Part 1
Water Distribution System**

Prepared By:

**La Plata Archuleta Water District
255 Ute Street
Ignacio, Colorado 81137**

And

**Harris Water Engineering, Inc.
954 East Second Avenue, #202
Durango, CO 81301
(970) 259-5322**

February 13, 2020

CONTRACT DOCUMENTS

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Exhibit A – Plans

**Standard District Specifications for Water Line Construction and Plans are Available on District
web site: LAPLAWD.org**

LA PLATA ARCHULETA WATER DISTRICT
BID FORM FOR CONSTRUCTION OF

PHASE 1H Part 1 WATER PIPELINE

Project

The Phase 1H Water Pipeline Part 1 (The Project, Work) consists of approximately 2,125 linear feet of 12-inch diameter DR18 C-900 PVC pipe and associated fittings. The Project pipeline will be installed within dedicated utility easements on private land adjacent to the right-of-way (ROW) for Highway 160. The pipeline is located in La Plata County, on the south side of highway 160, running east and west between Hwy 160 mile markers 99 and 100 (pipeline station numbers 30+75 to 52+00+00 on drawings). Specifically, the project will begin at the Northwest Corner of Parcel 567708400227 and end at the northeast corner of the same parcel. This project is an expedited and intermediate section of the entire Phase 1H project, which is anticipated to follow directly behind in schedule, under a separate bid and contract. This balance of the 1H project (Part 2), will consist of approximately 18,030 linear feet of 12-inch diameter DR18 C-900 PVC and related appurtenances and will complete the Primary Water Service Loop for LAPLAWD. Part 2 will connect to the beginning and end of Part 1; accommodations for such connections will be provided for in this Project (Part 1). Provision and installation of all the associated pipeline fittings and appurtenances are also included in this Project.

Time is of the essence in this project, including a short schedule. It is recommended that respondents note the dates below, and stage the processes of procurement, insurance, bonding, and any other normally long lead time efforts as soon as is necessary to accommodate the Project needs and Respondent's workflow.

Bid Submitted to:

La Plata Archuleta Water District (District)
255 Ute Street
P.O. Box 1377
Ignacio, Colorado 81137
(970) 563-0320 – Attention: District Manager, Edward Tolen

Questions and communication concerning this Bid shall be addressed to:

David Henry, PE
Harris Water Engineering, Inc. (Engineer)
954 East Second Avenue, #202
Durango, Colorado 81301
970-259-1028
dave@durangowater.com

Bids shall be submitted by 10:00 a.m., Thursday February 27th, 2020.

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted, to enter into an Agreement with the La Plata Archuleta Water District (aka District or OWNER), in the form included in the Contract Documents, to complete all Work as specified or indicated in the Contract Documents for the Contract Price in accordance with the Contract Documents.
2. Bidder accepts all the inclusive artifacts, terms and conditions of the Contract Documents.
3. The Bid will remain open for 45 days after the day of Bid opening.
4. Bidder will sign the Contract and develop a Contract Work Schedule with the District as required in the Notice of Award.

5. While this project is within a private ROW, it is adjacent to Highway 160: Bidder is aware of the requirements of the Colorado Department of Transportation (CDOT) for construction projects and activities which may occur within CDOT Right-of-Way and will obtain the appropriate Utility Corridor Permits, if and as needed, from CDOT prior to the start of The Work.

6. In submitting the Bid, the Bidder represents that:
 - a) Bidder has examined copies of all Contract Documents, including all attachments, amendments, addendum, exhibits and any other pertinent Contract documents.
 - b) Bidder has examined the site and locality where the Work is to be performed
 - c) Bidder has attended the pre-Bid meeting on Thursday, February 20th, 2020 at 9:00 a.m. at the LAPLAWD office in Ignacio, Colorado.

7. Bidder hereby proposes to furnish all labor (including specialized skills, trades, and professional services), bonding and insurance, materials, tools, supplies, equipment, plant, transportation, services, documentation and all other items necessary for the completion of the Work and to pay all taxes, patent costs, delivery costs, and fees for the following cost:

LUMP SUM Contract PRICE:

\$ _____ dollars
 (words)

The lump sum Contract price shall be based upon the itemized list of materials and tasks shown on the attached Bid Schedule.

8. Bidder commits that the Work shall be completed no later than March 31, 2020.

9. Bidder accepts the provisions of the Agreement as to ordinary, general and/or special in the event of failure to complete the Work on time.

10. District reserves the right to reject any and all Bids.

SUBMITTED ON _____

By: _____
 (Bidder)

By: _____
 (Authorized Signature)

INSTRUCTIONS TO BIDDERS

Bidders will observe the following instructions.

CONTRACT DOCUMENTS: The sections listed in the Table of Contents comprise the Contract Documents. Whenever the word "Contract" appears, it shall be held to include all the foregoing.

1. **Bid:** In order to confirm the bid amounts, Contractor shall be governed by the following:
 - (A) Bid has been made upon the form provided in the Contract Documents, a copy of which is attached as part of the Contract. All prices must be in figures. In case of an error in the extension of the price, the unit bid price shall govern. Prices shall be typewritten or written in ink.

The Bid must be signed by one duly authorized to do so, and, in case it is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.
 - (B) If the Bid is submitted by:
 - An Individual: The person signing the Bid shall state below his signature that he is the sole owner of his business.
 - A Partnership: The Bid shall be signed with the Partnership name by one of the members of the Partnership, or by an authorized representative, followed by the signature and designation of the person signing.
 - A Corporation: The person signing the Bid must be the President or Vice-President of the Corporation. He must state his title and make certain that the Corporation Seal is affixed and attested by the Secretary of the Corporation.
 - (C) A Bid may be disregarded by District if any modifications of the Contract Document are made by the Bidder, or if the Bidder fails to fully complete and fill in all blanks necessary for completion of the Bid and related documents.
2. All required Certificates of Insurance
3. Bonding:
 - (A) **Bid Guarantee Bond:** Bid Bond of 5% of the Contract price is required.
 - (B) **Performance and Warranty Bonds:** A combined Performance and Warranty Bond will be required for this Contract, in the amount of 100% of the Contract price, submitted at the time of execution of the Contract on appropriate forms provided by Contractor's agent supplying Bonds. The Bond will remain in force through the end of the Warranty and Guarantee Period.
 - (C) **Payment Bond:** A Payment Bond will be required for this Contract, in the amount of 100% of the Contract price, submitted at the time of execution of the Contract on appropriate forms provided by Contractor's agent supplying Bonds. The Bond will remain in force through final Project Acceptance.
 - (D) The cost of furnishing such bonds shall be included in the price proposal.
 - (E) The surety issuing such bonds shall be licensed to issue bonds in the State of Colorado.
 - (F) When not listed in the Bid Schedule, all "MOBILIZATION, BONDS, PERMITS AND INSURANCE" costs will be considered incidental work for which no separate payment will be made.

(G) When listed in the Bid Schedule, payment for "Mobilization, Bond and Insurance" to be made at the lump sum price named in the Proposal in accordance with the following schedule:

<u>% of Contract Earned**</u>	<u>% Mobilization, Bonds, Permits, Insurance Paid</u>
10	50
15	75
20	100

** Exclusive of "Materials on Hand."

(H) No bid will be accepted for "Mobilization, Bonds, Permits and Insurance" when listed as a separate pay item in the Bid Schedule and is more than 20 percent (20%) of the total original contract price bid.

(I) See Agreement and General Conditions for additional detailed requirements.

4. **Substitutions:** If, on the Plans or in the Specifications, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such shall be interpreted as a description of the material and/or process desired, and shall be deemed to be followed by the words "or equivalent", and the Contractor may offer any material or process EQUAL TO that indicated or specified; provided. However, that if the material, process, or article offered by the Contractor, in the opinion of the District is not equal, then the Contractor must furnish the material, process or article specified or one that in the opinion of District is equal. The burden of proof of equality shall always be the Contractor's responsibility and will be submitted in advance with the Bid.

5. **Qualifications:** The Contractor shall provide with the Bid, documentation of qualifications to complete this Contract, including availability of equipment and organization to perform the work within the time limits specified in the Contract Documents.

No Contract will be awarded to any person, firm, or corporation that is in arrears to the District upon any debt or contract, or that is a defaulter as surety or otherwise, upon any obligation to the District.

6. **Familiarization:** Prior to the submission of the Bid, Contractor shall make and shall be deemed to have made careful examination of the site of The Work, and of all the Contract Documents. Contractor is to make and be deemed to have made a thorough investigation concerning all applicable Federal, State and local laws, regulations, and ordinances in reference to labor, materials, specifications, and Contract matters, which may, in any manner, affect the proposed work. Contractor shall be deemed to have satisfied himself as to all conditions under which he will be obliged to operate and enter into a Contract for successful completion of the proposed Work. It is understood and agreed that all such factors have been properly investigated and considered in the preparation of every Bid submitted, as there will be no financial or schedule adjustment to any Contract award which is based on the lack of such prior information or its effect on the cost or completion of the work without approval of the Owner.

Should Contractor find discrepancies in or omissions in the Contract Documents, including Plans and Specifications, or should he be in doubt as to their meaning, he shall at once notify the Owner and Engineer for an interpretation or clarification thereof, but in no event later than four (4) normal working days prior to the time for the opening of Bids. Such interpretations or clarifications, subject to the discretion of District, will be made by a written amendment or bulletin of instructions mailed or delivered by Engineer to responsible Parties under the Contract Documents. Each person requesting an interpretation or clarification will be responsible for delivery of his written request to Owner and Engineer. Engineer will not be bound by, or responsible for, any explanations or interpretations of these Contract Documents other than those given in writing, as set forth in this paragraph.

7. **Changes:** The right is reserved by District whereby bid opening may be postponed by such length of time as, in the opinion of District will enable Contractors to revise their bids. In such cases, the amendment will include an announcement of the new time for opening Bids.
8. **Time for completion:** Time required for completion of the work is a basic consideration of the Contract, and the construction period named elsewhere in the Contract Documents will be taken into consideration in the Award of Contract. Prior to the award of the Contract, the Contractor may be required to satisfy District of his ability to complete the work within the time stated.
9. **Submission of Bid:** Bid must be sealed, addressed to, and deposited with the District at the location stated in the Request for Bids before the hour set for opening of the Bids. The envelope enclosing the Bid must show the title of the work, the name of the Bidder and the word "Bid". If the Bid is sent through the mail or other delivery system, the sealed Bid shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face thereof. The District is not responsible for delays occasioned by the US Postal Service or any other means of delivery employed by Bidder.
10. **Withdrawal of Bid:** A Bidder may withdraw his Bid at any time prior to the expiration of the period during which Bids may be submitted by written request, signed in the same manner and by the same person or persons who signed the Proposal. District agrees to carefully canvas each Bid submitted, in consideration whereof the submission of Bid shall constitute an agreement that the same may not be withdrawn after opening for a period of forty-five (45) days.
11. **Acceptance of Bid:** District reserves the right to confine its consideration of the Bids to the base bid or any requested alternate bids. District reserves the right to reject any or all Bids, to waive inconsistencies and informalities, and to award the Contract on the basis of its own determination of which is the lowest and/or best Bid, which best serves the interest of District.
12. **Requirements of Contractor to initiate construction:**
 - A. The Contractor will be required to execute the Agreement and other documents as included herewith, within ten (10) calendar days from the date of the Notice of Award.
 - B. The Contractor will be required to furnish at his own expense, fully executed copies of requisite Certificates of Insurance and Performance and Payment Bonds within ten (10) calendar days from the date of the Notice of Award. See Agreement for Insurance Requirements.
 - C. Pre-Work conference/site inspection will be scheduled and conducted with the Contractor within fifteen (15) days after Notice of Award has been issued. The pre-Work conference will also include representatives of the La Plata County (LPC) Roads or Engineering Departments, La Plata Electric Association, CDOT and other potentially affected parties with utilities or facilities in the ROW of the Work.
 - D. The Contractor shall designate a construction Superintendent within 10 days of Notice of Award who shall oversee all aspects of construction to completion.
 - E. The Contractor shall obtain a Storm Water Permit and a Traffic Control Plan and submit to the proper authorities for approval.
 - G. Once the items in this section are completed, the District will issue a Notice to Proceed from which date the Contractor shall begin construction within 10 days.

NOTICE OF AWARD

Date: _____

To: _____
(Contractor)

LA PLATA ARCHULETA WATER DISTRICT (District) having duly considered the Bid submitted on _____, 2020 for Construction of the Phase 1H Part 1 Water Pipeline Project (The Project) outlined in these Contract Documents, has determined that your Bid for performing the work outlined appears to be fair, equitable and in its' best interest, said Bid is hereby accepted.

The following shall be completed:

1. The Contractor will be required to execute the Agreement and other documents as included in the Contract Documents, within ten (10) calendar days from the date of this Notice of Award.
2. The Contractor will be required to furnish at his own expense, fully executed copies of requisite Certificates of Insurance and Performance and Payment Bonds within ten (10) calendar days from the date of the Notice of Award. See Agreement for Insurance Requirements.
3. Pre-Work conference/site inspection will be scheduled and conducted with the Contractor within fifteen (15) days after this Notice of Award has been issued. The pre-Work conference will also include representatives of the La Plata County Roads or Engineering Departments, and other potentially affected parties with interests in or near the ROW of the Work.
4. The Contractor shall designate and notify District of the construction Superintendent within 10 days of this Notice of Award who shall oversee all aspects of construction to completion. A construction schedule shall also be provided within this period.
5. The Contractor shall obtain, if and as necessary, a Storm Water Permit, CDOT Utility Corridor Permit and complete a Traffic Control Plan and submit them to District, CDOT and La Plata County Engineering.

Once the items in this section are completed, the District will issue a Notice to Proceed from which date the Contractor shall begin construction within 10 days.

LA PLATA ARCHULETA WATER DISTRICT

By : _____ Date _____
Edward Tolen, General Manager, La Plata Archuleta Water District

AGREEMENT

This Agreement is made as of this _____th day of _____ 2019, between the La Plata Archuleta Water District, a quasi-municipal corporation and political subdivision of the State of Colorado located in the County of La Plata (“District” or “Owner”) with a mailing address of P.O. Box 1377, Ignacio, Colorado 81137, and _____, a _____ Corporation, with a mailing address of _____ (“Contractor” and together with District, the “Parties” or either of the Parties, a “Party”).

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter set forth Owner and Contractor agree as follows:

1. **Scope of Work.** Contractor shall perform all work and provide all materials in accordance with the Contract Documents identified for the Phase 1H, Part 1 Project that consists of approximately 2,125 linear feet of 12 -inch diameter DR18 C-900 pipe and all associated appurtenances, valves, fittings, excavation, backfill, and cover, and including furnishing all construction management, labor, equipment, materials, and specialized services, (generally referred to as “The Project”), and shall complete The Project, including any additional work authorized pursuant to Section 17, in accordance with the terms of this Agreement and the Contract Documents.

2. **Contract Price.** Owner shall pay Contractor for the performance of work and completion of The Project the total price of _____ **Dollars (\$ _____)** (“Contract Price”), subject to certain adjustments as herein provided, in accordance with the Bid submitted by Contractor. The Contract Price has been appropriated by Owner for The Project. The Contract Price may be adjusted (i) for changes in the Contract Documents or for extensions of time to complete performance, if approved by Owner and Contractor as specified in Section 17(a); (ii) for any additional work authorized pursuant to Section 17(b); and (iii) for certain changes in quantities, as reflected in the attached Bid Schedule - “Itemized Material and Task List”.

3. **Commencement and Completion of Performance.** Contractor shall commence performance within ten (10) days after receipt of written notice to proceed, which is expected to be given on or before Thursday March 5th, 2020 and shall diligently prosecute all work through completion. Unless an extension of time is granted by Owner as hereinafter set forth, Contractor shall finally complete the Project no later than March 31st, 2020. If Contractor does not finally complete performance within such time period, Contractor shall be responsible for all special costs incurred by Owner due to late performance. In addition, if Contractor does not finally complete performance within such time period, Owner shall be compensated by Contractor at the rate of \$1,000 per day for ordinary and general damages and inconvenience (exclusive of any special damages such as, by way of example and not limitation, any liabilities to third parties). Owner and Contractor intend to liquidate such general damages in advance and agree such sum is not and shall not be considered a penalty and is a reasonable measure of general damages which will be suffered by Owner as a consequence of such delay, such general damages being difficult to ascertain by precise measurement or otherwise prove.

No extension of time to complete performance shall be granted under normal circumstances. Extensions of time to complete performance may be authorized for any actual period of delay on an occurrence basis for: (I) adverse weather or climatic conditions not reasonably anticipated; (ii) major labor disputes; (iii) acts of God; (iv) detrimental acts of Owner; (v) acts of another Contractor in the performance of related work under a separate Contract with Owner; (vi) delays resulting from the intervention of governmental agencies in the performance of work on the Project, if not caused by Contractor; or (vii) other extraordinary circumstances beyond Contractor’s reasonable control. Foreseeable weather delays or failures in delivery of equipment or materials shall not constitute cause for an extension of time to complete

performance or for an adjustment to the Contract Price. Any request for an extension of time to complete performance shall be submitted in writing to Owner's approval within ten (10) days after knowledge of such conditions. The decision of Owner shall be conclusive and binding upon Contractor.

4. **Progress Payments.** Owner will make progress payments monthly on account of the Contract Price in accordance with partial payment applications prepared by Contractor for work performed to date and approved by Owner and Engineer. Contractor shall submit partial payment applications for the last completed work period to Owner by the Twenty-sixth (26th) day of each month. Owner shall authorize progress payments for the amount approved by Owner and Engineer under such partial payment applications on or before the Fourteenth (14th) day of each month. Progress payments shall not constitute final acceptance of work. Owner may withhold progress payments if: (i) Contractor's performance is inadequate or defective and not remedied in accordance with Owner's directions; (ii) Contractor does not make prompt and proper disbursements to subcontractors and suppliers on receipt of progress payments from Owner; (iii) Contractor does not promptly pay for materials, services, labor or equipment furnished on The Project; (iv) claims or liens are filed on The Project; or (v) in Engineer's opinion, Contractor's performance is not progressing satisfactorily or completion of the Project is jeopardized.

Payments based on unit costs and quantities, such as cubic yards or linear feet of materials, will be made on a unit cost basis. If additional materials are needed, and approved by the owner via a change order, materials will be paid for at the unit cost and increased quantity. Conversely, if fewer materials are needed and/or used than planned or procured, associated payments will be reduced by the same unit cost and quantity.

5. **Retainage.** In accordance with Section 24-91-103, C.R.S., the Owner shall retain from progress payments 5% of the calculated value of completed work, if the Contractor is satisfactorily performing all Work under, and is in compliance with the terms of, the Contract. If the Contractor has timely submitted its progress payment application in accordance with the terms of the Contract, the Owner shall authorize payment of the amounts due thereunder on or before the end of the calendar month (or, if different, the partial payment date specified in the Contract) or as soon thereafter as practicable. Unless otherwise approved by the Owner in its sole discretion, the retained amount will be retained by the Owner until all Work and other responsibilities of the Contractor under the Contract have been completed satisfactorily and finally accepted by the Owner via a signed Notice of Project Completion. Any release of retainage to the Contractor or a subcontractor prior to final payment shall require written approval from the Surety furnishing bonds under the Contract, which the Contractor shall provide to the Owner. The Owner may, at its discretion, retain up to 10% of the first 50% of the contract value if, in the opinion of the Owner, the Contractor's performance is deficient. Owner shall pay the retainage within 60 days of Project Completion, except to the extent of any claims filed pursuant to Section 38-26-107, C.R.S.

6. **Final Acceptance.** Final acceptance of the Project shall follow inspection and approval of Contractor's performance by Owner, along with inspection by the Engineer, appropriate manufacturers' representatives, and governmental officials pursuant to local, State and Federal requirements as necessary. Owner shall have the right to determine the acceptability of Contractor's performance and conformance with the Contract Documents, which determination shall be conclusive and binding upon Contractor. Final acceptance by Owner is subject to the provisions of Section 5 and in no manner affects or releases any warranty or guarantee with Contractor or manufacturers of Project equipment.

When presented for final acceptance, the Project shall be delivered to Owner in complete compliance with the Contract Documents free from any lien, claim or encumbrance, whether in existence or subsequently established by law, statute, ordinance or otherwise. No lien, claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any lien, claim or encumbrance against or in connection with the Project after final ac-

ceptance by Owner and final payment to Contractor is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, material supplier, equipment supplier, manufacturer, or other person.

7. **Final Payment.** Final payment by the Owner shall be made in conformance with Section 38-26-107, C.R.S., within sixty (60) days after final completion and acceptance of the Work. Accordingly, upon Owner's acceptance of delivery of the Work and the Engineer or Architect's submission of a final recommendation or certificate for payment, the Owner shall promptly pay the remainder of the Contract Price as recommended by the Engineer, Architect or other Owner's representative in accordance with the following:

The Owner shall set the date and time for final settlement and advertise the same by two publications of notice thereof, the last publication appearing at least ten (10) days prior to the time of final settlement. Final payment and settlement will be made on the date of final settlement as advertised, or as soon thereafter as practicable. If any claim for unpaid labor, materials, supplies or equipment is filed with the Owner by a Subcontractor or Supplier before payment in full of all sums due to the Contractor, the Owner shall withhold from the Contractor sufficient funds to ensure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing with the Owner a receipt in full or an order for withdrawal signed by the claimant or its duly authorized agent or assignee. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice, unless a legal action has been commenced within that time to enforce such claim and a notice of lis pendens has been filed with the Owner. At the expiration of such ninety (90) day period, the Owner shall pay the Contractor all funds due under the Contract that are not subject to such action and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to ensure the payment of such judgment as may result from such action. If any claim of a Subcontractor or Supplier for labor, materials, supplies or equipment remains unsatisfied after all payments are made by the Owner to the Contractor, the Contractor shall refund to the Owner all sums which the latter may for any reason be legally compelled to pay to satisfy such claim, including all costs and attorney's fees incurred by the Owner as a result of the Contractor's failure to pay.

Defective materials, equipment or work shall be remedied immediately by Contractor before final payment. Final payment shall not, however, be due until Contractor has delivered to Owner a complete Release of All Claims or Liens against the Project and has produced necessary receipts or waivers indicating final and total payment to all subcontractors and persons who have furnished materials, labor and equipment on which a lien or claim might potentially be filed. The Owner shall, no later than ten days before final payment is made, publish a notice of final payment at least twice in a legal newspaper of general circulation in any county where the work was Contracted for or performed pursuant to Section 38-26-107, C.R.S.

By making final payment, Owner waives all claims against Contractor, except those expressly declared to Contractor in writing or those arising out of: (i) defective performance appearing after final acceptance; (ii) performance in patent noncompliance with Contract Documents, unless expressly waived by Owner; (iii) outstanding claims of any nature, including but not limited to claims for property damage or personal injury arising during the construction period or liens against the Project; or (iv) Contractor's failure to execute any warranty, guarantee or bond, or to provide insurance or other indemnification required by the Contract Documents. By accepting final payment, Contractor waives all claims against Owner, except those expressly declared to Owner in writing received by Owner prior to final payment.

8. **Default.** District may give written notice of grounds for default to Contractor at any time if: (i) Contractor fails to perform in an adequate or specified manner or proceeds in willful violation of the Contract Documents or terms of this Agreement, as determined by Owner; (ii) Owner determines that performance of work on the Project is being delayed unnecessarily or that Contractor is executing its re-

sponsibilities in bad faith or contrary to the intent of this Agreement; (iii) performance is not fully completed within the period of time specified for completion under Section 7; (iv) work to be performed by Contractor is assigned without Owner's consent; (v) Contractor is insolvent or files for bankruptcy; (vi) Contractor makes a general or specific assignment of assets for the benefit of creditors; (vii) a receiver is appointed for Contractor; or (viii) other serious and reasonable cause exists which jeopardizes completion of the Project. If Contractor does not remedy or otherwise correct the grounds for default within such period of time as specified by Owner, Owner may terminate this Agreement and direct Contractor to discontinue any further work on the Project, and Contractor shall immediately stop all work on the Project and forfeit all rights under this Agreement. Owner, in its discretion, may complete the Project, or may request the surety of Contractor to complete the Project, or may Contract with others to complete the Project at the expense of Contractor and its surety. Any increase in costs over the Contract Price and any special damages incurred by Owner as a consequence of such default, including reasonable attorneys' fees, shall be paid and satisfied in full by Contractor and its surety.

9. **Termination.** At any time, Owner may, without cause and without prejudice to any other right or remedy hereunder, elect to terminate this Agreement. In such event, Owner shall give written notice of Project termination to Contractor at least five (5) days in advance of the Project termination date. Such notice may include specific instructions as to work to be completed and other winding-up matters. In the absence of any contrary instructions, Contractor shall place no further orders or subcontracts, terminate all orders and subcontracts to the extent they relate to terminated work, demobilize, and stop work on the date and to the extent specified in the notice. Contractor shall cooperate with Owner to transfer all of Contractor's rights and interests in any orders, subcontracts, or work, as directed by Owner. Owner shall pay Contractor for the performance of all work through the Project termination date and for such additional amounts as, in the judgment of Owner, are reasonable to compensate Contractor for the termination of this Agreement. Final payment to Contractor shall be made in accordance with Section 5.

10. **Taxes, Licenses, Permits, Regulations, and Illegal Aliens.** In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law, except for sales and use taxes from which Owner or the Project are exempt and shall obtain all licenses and permits necessary for completion of the Project, including payment of all fees unless otherwise specified by the Contract Documents or Engineer. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, State or Federal, relating to the performance of work on the Project and particularly for compliance with those laws concerning the environment, storm water management permits, workmen's compensation, safety and health, labor, immigration, and equal employment opportunity. Owner shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Owner shall not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which Owner or the Project are exempt.

The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 et seq., C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform Work under the Agreement or enter into an agreement with a Subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a Subcontractor performing Work under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the Subcontractor and the Owner within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (ii) terminate the

contract with the Subcontractor if within three (3) days of receiving such notice, the Subcontractor does not stop employing or contracting with the illegal alien, unless the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Owner may terminate the Agreement for breach, and the Contractor shall be liable for actual and consequential damages to the Owner, any other provision herein notwithstanding. If the Contractor participates in the Department Program, the Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(III), C.R.S., to the District.

Contractor, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that Contractor (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

11. **Indemnification.** To the extent permitted by law, Contractor shall indemnify, defend and hold Owner, and its employees, agents, engineers, and attorneys, harmless from and against all costs, claims, damages, judgments, losses and expenses of every nature, including reasonable attorneys' fees, arising at any time from any act or omission of Contractor, its employees, subcontractors and their employees, and all other persons directly or indirectly involved in or performing work for Contractor (other than the Owner and any other third party while under the control or supervision of the Owner) on the Project.

12. **Insurance.** The Owner does not expect to obtain builder's risk insurance or completed operations/boiler and machinery insurance and instead requires the Contractor to obtain builder's risk insurance and completed operations/boiler and machinery insurance. Completed operations insurance shall cover the applicable statute of limitations or statute of repose period. In the event that the Owner subsequently elects to obtain builder's risk insurance and/or completed operations/boiler and machinery insurance, the Contractor shall be relieved of such obligation upon: (i) receipt of a certificate of insurance indicating the Owner has obtained such coverage, and (ii) a written statement by the Owner waiving the Contractor's obligation to obtain such insurance. If the Owner obtains such insurance, such insurance may have terms different from the terms required herein of the Contractor. If the Owner assumes such obligation, the Contract Price shall be equitably adjusted to reflect the same, and the Contractor shall be entitled to any costs incurred in undertaking such obligation but shall not be entitled to any lost profit or mark-up. Unless the Contract Documents expressly require or allow a different amount, the limits of the Contractor's liability insurance shall not be less than:

Workers' Compensation:	Statutory amount
Employers Liability:	\$300,000 each person per occurrence, \$600,000 aggregate per occurrence
Commercial General Liability:	\$1,000,000 Per Occurrence; \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$50,000 Any One Fire

Bodily Injury and Property Damage Combined	Combined Single Limit \$2,000,000
Comprehensive Automobile Liability:	\$1,000,000 Per Accident Combined Single Limit.

During the term of this Agreement, Contractor shall, at Contractor's cost:

- (i) Maintain all insurance required by the State Workmen's Compensation Act or any other employee benefit law;
- (ii) Provide liability and property damage insurance in the types and amounts stated in Table of section 12 above, for injuries, death, or damages which may arise out of or result from Contractor's acts or omissions in performing the Project, designating Owner, Engineer, and any agents of the Owner as "additional insureds" thereunder; and
- (iii) Unless otherwise waived by Owner in writing, provide builders risk insurance for protection against damage, explosion, fire, vandalism, theft and other dangers ordinarily included under such coverage, including loss of use resulting therefrom, to the full insurable value of all property, structures, equipment and material of Owner within Contractor's control, but no less than the Contract Cost, designating Owner as "loss payee" thereunder. Contractor shall file certificates of insurance coverage satisfactory to Owner prior to commencement of performance. Such certificates shall provide that coverages afforded thereunder shall not be cancelled until at least thirty (30) days' prior written notice has been given to Owner.
- (ii) Unless otherwise waived by the Owner, provide Completed Operations/Boiler Insurance to cover the contractor's liability for property damage or injuries once construction operations are complete. Completed Operations Insurance may be an extension of General Liability or a separate policy at the same amount of coverage as the General Liability insurance. This policy shall designate the Owner, Engineer, and any agents of the Owner as "additional insureds" thereunder.
- (iii) Unless otherwise waived by the Owner, provide Boiler Insurance to protect against failure of materials or equipment and subsequent cost of repair or replacement and associated business losses. Completed Operations Insurance may be an extension of General Liability or a separate policy at the same amount of coverage as the General Liability insurance. This policy shall designate the Owner as the "loss payee". The term of this policy shall be the same as the period of the Warranties and Guarantees section period in this Agreement and shall commence on the date of final acceptance.

13. Bid, Performance, Payment, and Warranty Bond.

A Bid Bond of 5% of the Contract price is required at time of bid.

Before entering upon the performance of any work hereunder or contracts or subcontracts for the same, the Contractor shall provide to the Owner a performance bond (which bond shall also cover all correction and warranty obligations of Contractor) and a payment bond, each in a penal sum not less than the Contract Price, as may be adjusted for any changes in the Contract Price from time-to-time and upon approval of the Owner. Notwithstanding anything contained within the bonds to the contrary, the bonds are required, in part, by and deemed to comply with the minimum requirements of Section 38-26-106, C.R.S.

Such performance bond shall expressly guarantee: (i) faithful performance of this Agreement and com-

pletion of the Project in complete compliance with the Contract Documents; (ii) repair and replacement, if required, or payment of the costs of all defective equipment, materials and work performed on the Project or as provided under any warrantee, guarantee, condition or other Contract Document for the full warranty and guarantee period; and (iii) payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project. Contractor shall obtain such performance bond on Owner's behalf separate and apart from any similar bond or surety or warranty agreement entered into independently between Owner and any manufacturer or supplier.

The bonds executed by Contractor shall be backed by an acceptable corporate surety, or authorized collateral approved by Owner, in the full amount of the Contract Price, including provisions for any adjustment of the Contract Price in accordance with the terms of this Agreement. Owner may, at its discretion, require that the security instrument guaranteeing payment to all persons performing labor and furnishing materials, supplies, tools, and equipment in connection with the Project be separate from the instrument guaranteeing performance and warranting the work.

14. Warranties, Guarantees and Correction Period. The warranty and correction period shall last for **two (2) years** following the Engineer's recommendation of final payment, and, in the event of any correction period repairs, the post-repair correction period shall be two (2) years. Nothing in the General Conditions concerning the correction period shall establish a period of limitation with respect to any other obligation which the Contractor has under the Contract Documents. The establishment of time period relates only to the specific obligations of the Contractor to correct the Work, and has no relationship to the time within which its obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish its liability with respect to its obligations other than to specifically correct the Work.

The warranty and guarantee period shall begin immediately following final Notice of Completion of the Project. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment, and materials are of good quality, free from any defects or irregularities, operable as intended and required, and in strict conformity with the Contract Documents. If any defect in workmanship, operability, equipment, or materials arises, Contractor shall remedy or otherwise correct such defect without cost to Owner or its agents, and within such reasonable period of time as specified by Owner in writing. If Contractor fails to repair such defect within such period of time specified by Owner, Owner may repair such defect or Contract for such repairs at the expense of Contractor and its surety. Contractor expressly declares, and Surety shall ensure, that the performance bond specified in Section 13 shall remain in full force and effect during the period of this warranty and guarantee, including any period necessary to remedy or otherwise correct any defects. Contractor shall provide such warranty and guarantee on Owner's behalf separate and apart from other warranties, guarantees, bonds, insurance, and surety agreements entered into independently between Owner and any manufacturer or supplier.

15. Subcontractors. Contractor shall submit a list of all major (> 5% of contract amount) subcontractors engaged to work on The Project prior to commencement of performance as the List of Subcontractors. All Contracts between Contractor and any subcontractors shall conform explicitly to all applicable provisions of this Agreement and the Contract Documents. Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from Owner, Contractor shall disburse the same immediately to subcontractors without any requirement of Owner to supervise the same. No Contractual relationship, obligation, or liability shall exist between Owner and any subcontractor because of the subletting of any part of the Project work.

16. **Engineer.** The Owner's engineer is Harris Water Engineering, Inc. and is referred to herein as the "Engineer". Throughout the construction period, engineer, or such other duly authorized representative of Owner, may inspect the Project and shall consult with Contractor in regard to any inquiries, directions or interpretations of the Contract Documents. No Contractual relationship, obligation, or liability shall exist between the Engineer and the Contractor or any subcontractor for any part of the Project work.

17. **Change Order and Additional Work.**

(a) **Change Orders.** Contractor shall consult with Owner or its designee before a material change or alteration from the Contract Documents is undertaken, whether or not the Contract Price or schedule is affected. Any change in the Contract Price shall be considered a material change for purposes of this Section 17. Any material change or alteration shall be approved in advance by written order signed by Owner, if an adjustment to the Contract Price in excess of Five Hundred Dollars (\$500.00) or a time extension of more than five (5) days is being requested, after Owner appropriations to cover the costs of such additional work have been made and funds are available. Otherwise Contractor shall proceed at its own risk and expense. Owner shall have no liability for any unauthorized performance and, in its discretion, may order the removal and reconstruction of any unauthorized performance in conflict with the Contract Documents. Any request for an extension of the Contract Time shall be accompanied and supported by a schedule analysis based on the critical path method, which shows how and where the delay occurred on the then-critical path and its effect on any milestone date or the date of Substantial Completion.

All Change Orders shall require submittal of a Change Order Form, and subsequent approval by the District or its agents prior to executing the requested change. A Standardized Change Order form shall include the following:

(ii) Subject, Date, Change Order number and version, Description of Change; Cause of Change; a concise list of Alternatives; Cost Impact to Schedule of Values, Project Schedule Impact via critical path method, and an Approval Block for the District indicating:

- Approved
- Approved as Revised
- Rejected with Notes

(iii) Upon approval of the Change Order, the Contractor shall submit a revised Schedule of Values and Project Schedule. Each shall include an updated version number and associated change reference and note.

(ii) **Additional Work.** If the Contract Price is paid on a unit-price basis, Owner with Contractor's approval may expand the scope of the Project to include additional work of the same type or nature as originally described in the Contract Documents, without further bidding. Such additional Project work shall be performed under the same terms and conditions as set forth in the Contract Documents or any change order or revision of the Contract Documents, including, without limitation, payment of the adjusted Contract Price based upon the unit-prices set forth in the original bid proposal.

18. **Contract Documents.** The Contract Documents comprise the entire agreement and Contract between Owner and Contractor and consist of (i) this Agreement and any exhibit, amendment, or addendum hereto; and (ii) any documents furnished to Contractor by or at the request of Owner in connection with the Project, including but not limited to: notice to bidders, instructions to bidders, bid bond form,

bid proposal, performance, payment and maintenance bonds, notice of award, general conditions, notice to proceed, specifications, plans, drawings; special conditions including those of other pertinent organizations (e.g. CDOT, Army Corps of Engineers, Other utilities such as gas, electric and communications) and any amendments or addendum to such documents; and any modifications, change orders or other such revisions authorized after the execution of this Agreement.

19. **Report of Differing Conditions.** If Contractor believes that any technical data on which Contractor is entitled to rely is inaccurate, or any physical condition differs materially from that indicated, reflected or referred to in the Contract Documents, Contractor shall promptly, after becoming aware of such condition and before performing any further work in connection with the Project, notify Owner and Engineer in writing about such inadequacy or difference.

20. **Amendment.** This Agreement may be amended, from time to time, by agreement between the Parties. No amendment, modification or alteration of this Agreement shall be binding upon the Parties unless the same is in writing and approved by the duly authorized representatives of each Party. No document executed subsequent to this Agreement shall be interpreted to amend, modify, or alter the terms of this Agreement unless express reference to this Agreement is made in such document.

21. **Severability.** If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

22. **Waiver.** No waiver by either Party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

23. **Remedies.** None of the remedies provided to either Party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such Party may then be entitled. Every obligation assumed by, or imposed upon, either Party shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedy provided by law, this Agreement shall be specifically enforceable by either Party. This Agreement shall be construed in accordance with the laws of the State of Colorado and particularly those relating to governmental Contracts.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

25. **Entirety.** This Agreement and any other Contract Documents constitute the entire agreement between the Parties concerning the subject matter herein, and all prior negotiations, representations, Contracts, understandings or agreements pertaining to such matters are merged into and superseded by this Agreement and any other Contract Documents.

26. **Conflicting Provisions.** In the event any provision of this Agreement conflicts with any provision of any other Contract Document, the following documents, in order, shall govern and control such conflicting provisions:

- (i) State Law

27. **Assignment.** Contractor shall not, at any time, assign any interest in this Agreement to any person or entity without the prior written consent of Owner. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the Parties.

28. **Time.** Unless otherwise expressly provided, any reference herein to days shall mean calendar days. All times stated in this Agreement are of the essence.
29. **Notice.** Any notice required hereunder shall be in writing delivered to the applicable Party at the address set forth at the beginning of this Agreement or as changed pursuant to the provisions of this Section. Contractor shall enable access and communication to Contractor's authorized agents by providing and maintaining reliable contact information in the form of principal names, addresses, telephone numbers, and email addresses to the Owner and Engineer.
30. **Section Headings.** The section headings in this Agreement and any other Contract Documents are inserted for convenience and are not intended to indicate completely or accurately the contents of the Sections they introduce and shall have no bearing on the construction of the Sections they introduce.
31. **No Third-Party Beneficiaries.** The Parties to this Agreement do not intend to benefit any person not a Party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any rights, legal or equitable, to enforce or rely on any provision of this Agreement.
32. **Duly Authorized Signatories.** By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

LA PLATA ARCHULETA WATER DISTRICT

By: _____
Edward Tolen, General Manager

ATTEST:

By: _____
Title:(_____)

CONTRACTOR

By: _____

Name: _____

Title: _____

La Plata Archuleta Water District

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this day of _____, 2020, by Edward Tolen as General Manager of La Plata Archuleta Water District.

My commission expires: _____

Notary Public

CONTRACTOR

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ___ day of ___, 2020, by _____ as _____ of _____, Contractor.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GENERAL CONDITIONS

1. **Scope:** The Contract conditions following are general in scope and may refer to conditions not pertinent to this Contract. ANY PROVISIONS IN THESE GENERAL CONDITIONS WHICH ARE IN CONFLICT WITH THE AGREEMENT OR STATE LAW WHICH ARE NOT APPLICABLE TO THE WORK PERFORMED UNDER THIS CONTRACT WILL HAVE NO MEANING AND MAY BE DISREGARDED.

2. **Definitions:**

- (a) The Contract Documents consist of the Bid Form, Instructions to Bidders, Notice of Award, Notice to Proceed, Agreement, General Conditions, Performance and Warranty Bonds, and Payment Bonds, All Exhibits including the Plans, Standard Details, and the Standard District Specifications for Water Line Construction, including all modifications thereof incorporated in the documents before their execution and provided for review and bid development on the District website (laplawd.org) prior to the Bid opening. These documents form the “Contract”.
- (b) When the words Owner or District are used, these shall mean the La Plata Archuleta Water District or its authorized agent.
- (c) Wherever in this Contract the word Engineer is used it shall be understood as referring to Harris Water Engineering, Inc.
- (d) The Contractor shall contact the Owner for any notifications, approvals, or other issues during construction. The Owner will involve the Engineer and/or environmental consultant - Grayling, LLC – as necessary.
- (e) When the word Bidder or Contractor is used, it shall mean the person, partnership, or corporation submitting a bid for the performance of the work covered by these specifications.
- (f) When the word Surety is used it shall mean the entity which is bound with and for the Contractor for the performance, warranty, and payment of the work hereunder.
- (g) The term “Work” of the Contractor or subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract as described in the Plans and Specifications.
- (h) When in the Specifications the words “as directed”, “as required”, “as permitted”, or words of like meaning are used it shall be understood that the direction, requirement, or permission of the Owner is intended. Similarly, the words “approved”, “acceptable”, “satisfactory”, shall refer to approval by Owner.

3. **General description of work:** The work to be performed under this Contract includes the furnishing of all materials, labor, transportation, equipment, services, and Contractor’s plant required to construct the Work described in these documents.

4. **Plans and Specifications:** The Plans and Specifications and other Attachments and Exhibits included in the Contract Documents are intended to provide the information necessary for all parties concerned with the Contract to know the nature and amount of equipment, materials, and work required to successfully complete project. All work shall be constructed in accordance with the Attachments and Exhibits.

(a) With respect to all Conditions listed herein (e.g. Protection of Property), the LAPLAWD Standard Specifications may include additional requirements and information; it is the Contractor’s responsibility to understand all sources of information in the Contract documents for the entirety of any topic.

(b) The text may refer to the provision of specifications such as the American Society of Testing and Materials, United States of America Standards Institute, American Concrete Institute, American Water Works Association and other similar organizations in an attempt to reduce the bulk of the specifications. Reference to such specifications shall be taken to indicate that the specifications have

been made a part of this document, and the provision of those specifications shall be as if they were actually written herein.

(c) All construction shall conform to the applicable rules, laws and regulations of Federal, State and Local agencies. Contractor is required to obtain permits necessary for construction, not already obtained by Owner.

5. **Equal to or better than specifications:** Whenever in any section of the plans and specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal", if not inserted shall be implied unless specifically stated to the contrary. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standards of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design, and efficiency. Any substitutions proposed as "equal" are subject to the approval of the Owner or its assigned agent.

6. **Materials, workmanship and employees:** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, services, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

(a) Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality.

(b) Only foremen and workmen skilled in the work assigned to them shall be employed on work requiring special qualifications, and the Contractor shall discharge from his service, when required by Owner, any disorderly, dangerous, insubordinate or incompetent person employed on the work. The construction site is primarily located within jurisdiction of La Plata County rights-of way and employees should act accordingly. Employees and or Contractors may be ejected from the property at any time for inappropriate or dangerous behavior.

(c) AIS (American Iron and Steel) requirements will be strictly enforced. The Contractor will be required to obtain AIS certificates of compliance from their manufactures/suppliers providing iron and steel materials for the project. The certs must contain at the very minimum, the following five items:

- 1) Location where manufacturing process took place, within the US;
- 2) Name/identification of product being permanently implemented into the project;
- 3) Specific identification of the project (LPAWD);
- 4) Must include reference to American Iron and Steel;
- 5) Signature of company representative.

7. **Boundaries of Work and Approval to Enter Property:** The Owner shall provide land or rights-of-way for the work specified in this Contract and make suitable provisions for ingress and egress, and the Contractor shall not enter on or occupy with men, tools, equipment, or materials, any ground outside the right-of-way without the written consent of the owner of such ground. Such approval shall be copied to the Owner.

8. **Protection of site, materials, and equipment:** Except as otherwise provided herein, including in the Standard Specifications, the Contractor shall protect all structures such as buildings, walks, property markers, fences, pipelines, trees, shrubbery, and lawns during the progress of his work, restore the site as nearly as possible to its original condition, including the replacement at the Contractors expense, of any facility or landscaping which has been damaged beyond restoration. Security and

protection of materials and equipment from vandalism, theft or other external interference shall be responsibility of Contractor, including fencing of location.

9. **Permits:**

(a) Applicable permits from local cities, La Plata and/or Archuleta Counties, or CDOT, depending on location of work, and US ACOE are being obtained by the Owner if and as needed; copies of these permits are available from the Owner. In order to comply and adhere to the project issued Section 404 US ACOE Nationwide permit, the pipeline portion that traverses wetland habitats shall have the following conditions applied:

1.a.1.9.a.1 The trench needs to be constructed so that it does **not** create a ‘French drain’ or preferential draining system that could draw water away from the wetland feature. The trench should be thoroughly compacted on the bottom and be constructed so as to maintain a consistent hydrologic setting as compared to the setting pre-disturbance.

1.a.1.9.a.2 The wetlands area should be avoided entirely when possible (the exception being the trench). A minimum amount of access and exiting traffic should be planned for – in addition equipment should not be staged within any of the wetland areas.

1.a.1.9.a.3 During trenching; top soil needs to be retained on mats or in an area where it can easily be identified and recovered. Wetland plants need to be retained (refer to below steps). The ‘soil profile’ needs to be returned to pre-construction conditions as closely as possible.

1.a.1.9.a.4 Site contours need to be returned to baseline condition as closely as possible. The wetlands are typically occurring in response to depositional storm water collection points. Therefore the site affected needs to be returned to a similar setting otherwise the wetlands will not recover.

1.a.1.9.a.5 Any willows/wetland plants disturbed or removed during the trenching need to be mitigated real-time as the trench and pipe system are placed. The recommended steps to achieve this mitigation are to:

1.a.1.9.a.5.i pre-plan where/how to set aside excavated wetland plant species so that the plants can be retained for replanting as soon as possible once the trench has been refilled,

1.a.1.9.a.5.ii replace **entire plants** (if possible) immediately and compact the soil around the root zones in order to stabilize the vegetation,

1.a.1.9.a.5.iii if **entire plants** cannot be salvaged, then the willow species can be replanted by planting fresh stem cuttings. However, the cuttings need to be soaked in water for about seven to ten days before planting. Place cuttings in buckets/tubs with water deep enough to cover the bottom half of the cuttings. The water needs changed every two days to keep the oxygen level.

1.a.1.9.a.5.iv Cuttings should be buried to at least one-half their length or deeper when possible (refer to guidance outlined within Univ. Nevada Fact sheet 97-09; and other resources such as <http://www.bluestem.ca/start-cuttings.htm>)

1.a.1.9.a.5.v Planting willow cuttings is likely to have mixed results, therefore numerous shoots should be planted within the excavation area. Planting cuttings in groups is better than spacing individual cuttings several feet apart. Soil should be tamped down to stabilize the vegetation and ensure soil contact with the plants.

1.a.1.9.a.5.vi As per conditions outlined within the permit, ‘80% vegetative coverage of target species’ is required. The contractor is responsible to achieve this goal which the US ACOE has allowed for three-years’ time to achieve.

1.a.1.9.a.5.vii This effort will be supervised and over-seen by the Owner environmental permit compliance point of contact (Karmen King/Grayling LLC 970-565-0278; kking@aquatox.us). Therefore, the schedule for trench completion through the wetlands setting needs to be coordinated with Grayling LLC.

(b) Once the project is completed, as per the ACOE PCN requirements the site setting has to be reviewed and documented in order to quantify the mitigation success. Any outstanding mitigation needs identified by Grayling LLC or the Owner will need to be addressed by the Contractor.

(c) If during construction any finding of cultural, historic or archaeological bearing becomes apparent (i.e. artifacts, physical evidence of historic features) will result in an immediate cease of construction operations at which time the Owner will be contacted in order to contact the appropriate cultural resource entities.

(d) The Contractor is responsible for active dust suppression during construction since the project occurs within a regulated air-shed.

(e) The Contractor is responsible for obtaining the appropriate Construction Stormwater Permit through the Colorado Department of Public Health and Environment.

(f) Grayling LLC is responsible for the permit documentation requirements. **The contractor is responsible for the actual wetland restoration work and restoration success.** The US ACOE allows for a three-year period to achieve restoration goals. During these three years – the contractor is responsible for wetland monitoring in order to measure restoration goal success. The restoration goals are as follows;

1.a.1.9.f.1.i Dominance of hydrophytes: the permittee/contractor shall ensure the percent absolute cover (for combined strata) of native wetland species (OBL/FACW) are met for tree, shrub, and herb strata by the end of the prescribed US ACOE monitoring period (three years from construction completion).

1.a.1.9.f.1.ii Dominance of natives: the permittee/contractor shall ensure the percent absolute cover (for combined strata) of native species are met for tree, shrub and herb strata by the end of the prescribed US ACOE monitoring period (three years from construction completion).

1.a.1.9.f.1.iii Dominance of exotics: the permittee/contractor shall ensure the percent absolute cover (for combined strata) are met for exotic species (tree, shrub and herb strata) by the end of the prescribed US ACOE monitoring period (three years from construction completion).

REFERENCES CITED

University of Nevada, Reno. Cooperative Extension: Fact Sheet 97-09: “Tips for Successfully Planting Willows in Riparian Areas”. <http://www.unce.unr.edu/publications/files/ho/other/fs9709.pdf>

10. **Submittals for approval:** The Contractor shall promptly, upon request, submit to the Owner for approval, the name of the manufacturer of materials, machinery, and the equipment when it is to be installed in the system, complete with their performance capabilities and other pertinent information.

11. **Field facilities:** The Contractor shall provide those facilities required for field sanitation, posting of required nondiscrimination forms, wage-rate forms, and other forms. The Contractor may provide a field office adequate to suit his own requirements.

12. **Facilities or material to be furnished by Owner:** The Owner does not intend to furnish to the Contractor any facilities or material for the performance of this Contract, including potable water supplies for construction, drilling and development operations; except for materials and equipment listed in the bid schedule as “furnished by Owner”.

13. **Materials and equipment to be furnished by Contractor:** All materials and equipment to be used or incorporated into the permanent system shall be approved by the Owner before being installed. The Contractor will make an exact determination of the quantities and classes of materials needed before placing a final order. The quantities shown on the Bid Schedule are estimates only and are subject to change during actual construction of the project. Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work are to be new and of the best grade of their respective kinds. When applicable specifications are available, materials and equipment shall at least meet the latest minimum requirements as set forth by agencies such as the AWWA, ASTM, and EPA.

14. **Location of work:** All work is located in La Plata County, CO. See the project location map; Cover Sheet, in the Plans.

15. **Protection of work and property and accident prevention:**

(a) **Protection of Work and Property:** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property, including: private properties and La Plata County right-of-way and protect people from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as herein provided. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He will establish a single path/roadway for accessing ingress and egress of the site. Multiple routes will not be allowed. The Contractor shall be responsible for protection of all public and private property on or adjacent to the site of the work. He shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures and to overhead wires. He shall protect carefully from disturbance or damage to any natural "wet ground conditions, wetlands, wetland vegetation and all land monuments and property marks" until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on his part such damaged property shall be restored by the Contractor at his own expense to a condition similar or equal to that existing before such damage or injury. See also the Standard Specifications for additional requirements.

(b) **Accident Prevention:** The Contractor shall at all times, whether or not so specifically directed by the Owner or Engineer, take necessary precautions to insure the protection of the public. The Contractor shall furnish, erect, and maintain at his own expense, all necessary barricades, covers, shoring, suitable and sufficient red lights, traffic control, construction signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public through or around his construction operations.

16. **Authority and duties of the Owner:** Work under this Contract may, without cost or claim against Owner, be suspended for substantial cause.

(a) **Decisions:** The Owner shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

(b) **Access to Work:** Owner shall have free access to the work at all times and the Contractor shall furnish them with facilities and information for ascertaining whether the work being performed or the work which has been completed, is in accordance with the requirements of the Contract.

(c) **Construction Observation:** Owner and/or Engineer will make periodic observations of construction as deemed necessary. The purpose of these observations and construction checking is to

determine the progress of the work and to see if the work is being performed in accordance with the Contract, Plans and Specifications. Owner in no way shall be responsible for how the work is performed, safety in, on or about the job site, methods of performance, or timeliness in the performance of the work, but may give instructions and/or directions as otherwise provided herein.

17. **Rights and responsibilities of the Contractor:**

(a) **General:** It is hereby agreed by the Contractor that he has satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials encountered, including sub-surface conditions, the equipment and facilities needed to prosecute the work, the local conditions, and all other matters which can affect the work under this Contract.

If the Contractor, in the course of his work, finds a discrepancy between the Plans and Specifications and the physical conditions or any errors or omissions on the Plans, it shall be his duty to inform Owner in writing immediately, and Owner shall promptly investigate and make any determination required by the circumstances. Any work done after such discovery, until authorized, will be done at the Contractor's risk. In all cases the Owner shall decide the intent of the Plans and Specifications and their decision shall be final and binding, except as hereinafter provided.

(b) **Independence of Contractor:** The rights of inspection and control of the progress of the Work reserved in the Owner are for the protection of the Owner in assuring that the Work will be done satisfactorily and do not relieve the Contractor in any way from the responsibility for selecting appropriate means of fulfilling his obligations hereunder; nor shall the Contractor at any time be constituted the agent of the Owner for completion of the Work or any part of it.

18. **Sanitary regulations:** The Contractor shall be responsible for providing proper health and sanitation facilities for his employees. The Contractor shall at all times provide an abundant supply of safe drinking water for his employees and shall give orders against the use of water in the vicinity of the work, known to be unsafe. At convenient places the Contractor shall provide fly-proof outside toilets which are to be maintained in a sanitary condition.

19. **Samples and test:** Before final acceptance, all parts of the work shall be tested and shall be in good condition and working order or shall be placed in such condition and order at the Contractor's expense.

20. **Clean up:** Upon completion of the work the Contractor shall remove from the site and any occupied adjoining property, all plant, buildings, rubbish, slag, residual excavated material, unused materials, drill cuttings and fluids, and other like material belonging to him or his Subcontractors.

(a) Failure of the Contractor to clean up satisfactorily will result in the Owner doing the same, and the cost therefore will be charged to the account of the Contractor.

21. **Safety:** In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

With respect to all work performed under this Contract, the Contractor shall:

(a) Comply with the safety standards provisions of applicable laws, building, and construction.

(b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

(c) Prepare and execute a Project Safety Plan

(d) Hold a minimum 10-minute Safety Talk (or "tailgate") with all worksite employees at the beginning of each work day. The Safety Talk shall include, by the following priority:

- (b) Review of the day's work plan and activities.
- (c) Safe work procedures, death and injury prevention, cautions, regulations, and requirements related to the day's activities (e.g, personal protective equipment, trenching and shoring; ladders and scaffolding; electrical; traffic; chemicals; hearing, vision, and respiratory protection).
- (d) Personal Protective Equipment (PPE) check
- (e) Review of any recent accidents or injuries and associated prevention
- (f) Review of any near misses and associated prevention
- (g) Additional safety topics as appropriate to the job site, work at hand, or project as a whole
- (e) In the interest of wellbeing of Contractors, Workers and their Families, the Contractor and his employees are encouraged to obtain certifications for OSHA 10, OSHA 30, or other industrial and construction safety education.
- (f) Maintain at his office or other known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees), who may be injured on the job site.

CORPORATE ACKNOWLEDGMENT

(to be filled in when Contract Agreement is executed on behalf of a Corporation)

State of _____)

County of _____)

On this _____ day of _____ 2019, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is _____ of _____, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said Corporation. WITNESS my hand and Notarial Seal the day and year in this certificate first above written.

(Notary Public)

My commission expires _____

BID SCHEDULE PHASE 1H Part 1 WATER PIPELINE

Itemized Material and Task List

The intent of the Bid Schedule is to provide an itemized list of material and tasks that summarize the information presented on the plans that the contractor used to develop the lump sum bid amount. If there is a discrepancy, the quantities depicted on the plans shall be used.

<u>Item</u>	<u>Description</u>	<u>Approximate Bid Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Amount</u>
	Mobilization and demobilization	1	LS		
	Bonds, Insurance, and Permits	1	LS		
	Traffic Control (if needed)	1	LS		
	Environmental protection and mitigation, if needed	1	LS		
	Erosion control, restoration, and reseeding	1	LS		
	Furnish As-Built and Post-Construction Survey Drawings	1	LS		
	Topsoil set-aside and replacement	90	CY		
	12"Ø DR18 C-900 Pipe & Fittings, cut and cover trench, Installed	2,125	Ft		
	Blow Off & Drain Valves Type 'B' for 12"Ø lines and associated flushing, draining, and capping appurtenances and fittings	2	EA		
	Pipeline Pressure Testing, Flushing	1	LS		
	Rock Excavation; Includes Disposal of Unsuitable Material & Provide Suitable Backfill Material	20	CY		
	Imported Native Fill at Direction of the Engineer/Owner	50	CY		
	Trench Stabilization as needed; as well as removal & disposal of unsuitable material at direction of Engineer/Owner	20	TN		
	Mainline dirt/gravel road/driveway crossing: cut, fill, and cover, as required for existing road type	210	Ft		
Total Bid for all Work shown on the Plans and as detailed in the Contract Documents					

Payments based on unit costs and quantities, such as cubic yards or linear feet of materials, will be made on a unit cost basis. If additional materials are needed, and approved by the owner via a change order, materials will be paid for at the unit cost and increased quantity. Conversely, if fewer materials are needed and/or used than planned or procured, associated payments will be reduced by the same unit cost and quantity.

ACKNOWLEDGEMENT OF WEB DELIVERED DOCUMENTS

THE FOLLOWING DOCUMENTS WERE AVAILABLE, ON THE LA PLATA ARCHULETA DISTRICT WEBSITE, FOR REVIEW IN PREPARING THIS BID PROPOSAL AT LEAST 5 DAYS PRIOR TO THE BID OPENING:

Exhibit A

1. *Project Map (Cover Sheet of the Project Drawings)*
2. *Bid Schedule (Page 29 of these Contract Documents) dated 2/13/2020*
3. *The Project Drawings (Sheets 1 through 5) dated 2/13/20*

Miscellaneous

4. *Geotechnical Engineering Subsurface Exploration from Trautner Geotechnical PN: 54228GE dated July 11, 2016*
5. *These Contract Documents Dated February 13, 2020*

The Bid Schedule provided for the La Plata Archuleta Water District Phase 1H Part 1 Pipeline Project is an estimation of required elements and amounts for completion of this project. Quantities listed are approximate and may not represent actual amounts. Contractor shall be responsible for ascertaining actual installed quantities as shown on the project plans and as verified by the Contractor's own field inspection. Locations of other utilities are approximate and may not be complete or correct; Contractor is responsible for all utility locates and will notify Owner for approval of any associated Project changes required.

All of these items were provided for review on the laplawd.org website and were utilized in the development of this proposal.

Acknowledged On _____, 2018.

By: _____
(Bidder)