

CONTRACT DOCUMENTS

FOR

LA PLATA ARCHULETA WATER DISTRICT

For

LAPLAWD Bulk Water Fill Station 2

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**

September 8, 2018

CONTRACT DOCUMENTS

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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
LAPLAWD Hwy 160/CR 225A Bulk Water Fill Station 2**

Project

The LAPLAWD CR 225A/Hwy 160 Bulk Water Fill Station 2 (The Project) consists of approximately 25 cubic yards of reinforced concrete, 290 cubic yards of class II structural road base, 145 cubic yards of class VI road base, plumbing, electrical and general site work to support the installation of a pre-fabricated water fill station for the La Plata Archuleta Water District (LAPLAWD). Road building, signage supply and installation, placement, culvert supply and install and hookup of pre-fabricated equipment provided by LAPLAWD are also included in this project.

The installation and construction will occur at the LAPLAWD property at the intersection of US Hwy 160W and County Road 225A in La Plata County. This site is approximately at CDOT Mile Marker 94.1 on the south side of Hwy 160.

Bid Submitted to:

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

Questions and communication concerning this Bid shall be addressed to:

Brett Sherman, PE
Harris Water Engineering, Inc. (Engineer)
954 East Second Avenue, #202
Durango, Colorado 81301
970-259-5322
brett@durangowater.com

Bids shall be submitted by 10:00 am Tuesday, October 2, 2018.

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 of the 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 Agreement and develop a Contract Work Schedule with the District as required in the Notice of Award.

5. In submitting the Bid, the Bidder represents that:

- a) Bidder has examined copies of all Contract Documents,
- b) Bidder has examined site and locality where the Work is to be performed,
- c) Bidder has reviewed all Attachments included with the Contract Documents,

6. Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other items necessary for the completion of the Work and pay all taxes, patent costs, and fees for the following cost:

LUMP SUM Contract PRICE

\$ _____
(words)

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

Bidder commits that the Work shall be completed by _____, 2018, but no later than December 31, 2018.

7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

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

SUBMITTED ON _____, 2018.

By: _____
(Bidder)

By: _____
(Authorized Signature)

INSTRUCTIONS TO BIDDERS

Bidders will observe the following instructions.

CONTRACT DOCUMENTS: The sections listed in the Table of Contents above 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 shall be made by the Bidder, or if the Bidder shall fail to fully complete and fill in all blanks necessary for completion of the Proposal and related documents.

2. **Proposal guarantee:** Bid Bond of 5% of the Contract price is required.

3. **Performance and Payment Bonds:** Performance and Payment Bonds will be required for this Contract, each in the amounts 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 cost of furnishing such bonds shall be included in the price proposal. The surety issuing such bonds shall be licensed to issue bonds in the State of Colorado.

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 Proposal.

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 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 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 adjustment to any Contract award there under which is based on the lack of such prior information or its effect on the cost of the work.

Should Contractor find discrepancies in or omissions from the Contract Documents, including Plans and Specifications, or should he be in doubt as to their meaning, he shall at once notify the 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 addendum or bulletin of instructions mailed or delivered by Engineer to each person or persons who have obtained a set of Contract Documents. Each person requesting an interpretation or clarification will be responsible for delivery of his written request to 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 addendum 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 and State Law Addendum 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 and other potentially affected parties with utilities in the right of way 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.
- F. 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 _____, for Construction of the **LAPLAWD Hwy 160/ CR 225A Bulk Water Fill Station 2** outlined in these Contract Documents, has determined that your Bid for performing the work outlined appears to be fair, equitable and to 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 and State Law Addendum 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 utilities in the right of way 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 a Storm Water Permit and complete a Traffic Control Plan and submit them to District 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 _____ day of _____, 2018, 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”) with a mailing address of P.O. Box 1377, Ignacio, Colorado 81137, and _____ a _____, 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 District and Contractor agree as follows:

1. **Scope of Work.** Contractor shall perform all work in accordance with the Contract Documents identified for the LAPLAWD Hwy 160/ CR 225A Bulk Water Fill Station 2 that consists of approximately 25 cubic yards of reinforced concrete, 290 cubic yards of class II structural road base, 145 cubic yards of class VI road base, plumbing, electrical and general site work to support the installation of a pre-fabricated water fill station for the La Plata Archuleta Water District (LAPLAWD). Road building, signage supply and installation, culvert supply and placement and hookup of pre-fabricated equipment, including furnishing all construction management, labor, equipment and materials (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.** District 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 proposal submitted by Contractor. The Contract Price has been appropriated by District 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 District 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 “Itemized Material and Task List”.

3. **Progress Payments.** District 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 District and Engineer. Contractor shall submit partial payment applications for the last completed work period to District by the Twenty-sixth (26th) day of each month. District shall authorize progress payments for the amount approved by District 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. District may withhold progress payments if: (i) Contractor’s performance is inadequate or defective and not remedied in accordance with District’s directions; (ii) Contractor does not make prompt and proper disbursements to subcontractors on receipt of progress payments from District; (iii) Contractor does not promptly pay for materials, 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.

4. **Retainage.** An amount equal to 5% of all progress payments shall be retained by District. District shall pay all remaining progress payments without retaining additional funds if, in the opinion of District, satisfactory progress is being made on The Project. Such retainage of the Contract Price shall be held by Dis-

tract until the Project is completed and finally accepted by District in accordance with the provisions hereof. District shall pay the retainage within 60 days of final completion and acceptance except to the extent of any claims filed pursuant to Section 38-26-107, C.R.S. Any release of retainage to Contractor or a subcontractor prior to final payment shall require written approval from the Surety furnishing bonds under the Contract.

5. **Final Payment.** Upon completion of The Project and notice to District, District and Engineer shall inspect the Project and reject any portion of performance not in conformity with the Contract Documents. Defective materials, equipment or work shall be remedied immediately by Contractor before final payment. District shall make final payment to Contractor within thirty (30) days after (i) final acceptance of performance by District as specified in Section 6 and (ii) receipt of Engineer's confirmation to District that the Project has been completed satisfactorily. Final payment shall not, however, be due until Contractor has delivered to District 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 District 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, District 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 District; (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 District, except those expressly declared to District in writing received by District prior to final payment.

6. **Final Acceptance.** Final acceptance of the Project shall follow inspection and approval of Contractor's performance by District, along with inspection by appropriate manufacturers' representatives and governmental officials pursuant to local, State and Federal requirements as necessary. District 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 District 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 District 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 acceptance by District 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. **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 October 31, 2018, and shall diligently prosecute all work through completion. Unless an extension of time is granted by District as hereinafter set forth, Contractor shall finally complete the Project by December 31, 2018. If Con-

tractor does not finally complete performance within such time period, Contractor shall be responsible for all special costs incurred by District due to late performance. In addition, if Contractor does not finally complete performance within such time period, District 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). District 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 actually be suffered by District 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 District; (v) acts of another Contractor in the performance of related work under a separate Contract with District; (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 District's approval within ten (10) days after such occurrence. The decision of District shall be conclusive and binding upon Contractor.

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 District; (ii) District determines that performance of work on the Project is being delayed unnecessarily or that Contractor is executing its responsibilities 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 District's consent; (v) Contractor is insolvent or files for bankruptcy; (vi) Contractor makes a general 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 District, District 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. District, 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 District 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 District may, without cause and without prejudice to any other right or remedy hereunder, elect to terminate this Agreement. In such event, District 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, and stop work on the date and to the extent specified in the notice. Contractor shall cooperate with District to transfer all of Contractor's rights and interests in any orders, subcontracts, or work, as directed by District. District shall pay Contractor for the performance of all

work through the Project termination date and for such additional amounts as, in the judgment of District, 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 District 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. District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. District shall not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which District 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 this 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 (i) 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 this Contract knowingly employs or Contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three 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 District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(e)(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 District, 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 per-

sons directly or indirectly involved in or performing work for Contractor (other than the District and any other third party while under the control or supervision of the District) on the Project.

12. **Insurance.** During the term of this Agreement, Contractor shall: (i) maintain all insurance required by the State Workmen's Compensation Act or any other employee benefit law; (ii) provide broad form general liability and property damage insurance in the minimum amount of \$1,000,000 for bodily injury, death or damage to property of any person, and \$2,000,000 for bodily injury, death or damage to property of more than one person, or such other greater amounts as may be specified in the Contract Documents for injuries, death, or damages which may arise out of or result from Contractor's acts or omissions in performing the Project, designating District and Engineer and the CWCB (Colorado Water Conservation Board) as "additional insureds" thereunder; and (iii) unless otherwise waived by District in writing, furnish 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 District within Contractor's control, designating District as "loss payee" thereunder. Contractor shall file certificates of insurance coverage satisfactory to District 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 District.

13. **Performance, Payment, and Warranty Bond.** Prior to commencement of performance, Contractor shall provide to District a general performance, payment, and warranty bond executed by Contractor and an acceptable corporate surety, or authorized collateral approved by District, 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. Such performance bond shall expressly guarantee: (i) faithful performance of this Agreement and completion 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 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 District's behalf separate and apart from any similar bond or surety or warranty agreement entered into independently between District and any manufacturer or supplier. District 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 and Guarantees.** Contractor hereby represents, warrants and guarantees to District all workmanship, equipment and materials on or made a part of the Project and its structures **for a period of two years** following final 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, and in strict conformity with the Contract Documents. If any defect in workmanship, equipment or materials arises, Contractor shall remedy or otherwise correct such defect without cost to District within such reasonable period of time as specified by District in writing. If Contractor fails to repair such defect within such period of time specified by District, District may repair such defect or Contract for such repairs at the expense of Contractor and its surety. Contractor expressly declares 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 District's behalf separate and apart from other warranties, guarantees and surety agreements entered into independently between District and any manufacturer or supplier.

15. **Subcontractors.** Contractor shall submit a list of all major subcontractors engaged to work on The Project prior to commencement of performance as the List of Subcontractors. All Contracts between Contractor and 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 District, Contractor shall disburse the same immediately to subcontractors without any requirement of District to supervise the same. No Contractual relationship shall exist between District and any subcontractor because of the subletting of any part of the Project work.

16. **Engineer.** The District'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 District, may inspect the Project and shall consult with Contractor in regard to any inquiries, directions or interpretations of the Contract Documents.

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

(a) **Change Orders.** Contractor shall consult with Engineer before a material change or alteration from the Contract Documents is undertaken, whether or not the Contract Price 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 District and, 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, by District after 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. District 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.

(b) **Additional Work.** If the Contract Price is paid on a unit-price basis, District 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 District and Contractor and consist of (i) this Agreement and any exhibit or addendum hereto; and (ii) any documents furnished to Contractor by or at the request of District 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, and special conditions, and any 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 District 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, then the provisions of this Agreement shall govern and control such conflicting provisions.

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 District. 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.

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 _____, 2018, 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 _____, 2018, by _____ as _____ of _____, Contractor.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE LAW ADDENDUM

1. **Defined Terms; Section References.** Capitalized terms not defined herein shall have the meanings set forth in the Contract Documents.
2. **Conflict With Other Contract Documents.** The provisions contained in this State Law Addendum shall control and supersede any contrary terms, conditions or provisions of the Contract Documents, including without limitation any terms, conditions or provisions contained in the Agreement or the General Conditions.
3. **Warranty 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.
4. **Bonds.** 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. 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.
5. **Notice to Surety.** The Owner shall give notice of any Claim that the Owner might assert against the Contractor on the performance bond or the payment bond to the Surety thereunder, unless waived in writing by the Surety. The Owner's act of giving such notice or failure to give such notice shall not affect the Owner's right to seek or pursue any remedy provided for in such bonds or under any other provisions of the Contract Documents. This provision does not modify the Contractor's obligations to provide notification to the Surety under the General Conditions.
6. **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:	\$150,000 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.

7. **Special Consultants.** The cost of special consultants (including engineers, architects, testing laboratories, surveyors, attorneys and accountants) shall not be included in any cost of the Work or otherwise be the obligation of the Owner, unless identified in the bidding documents or approved in advance by the Owner in its sole discretion.

8. **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. 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.

9. **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.

10. **Contractor's Waiver of Claim.** Failure to strictly comply with the timing and submittal requirements of the General Conditions shall constitute a waiver by the Contractor of any request for additional compensation or an extension of time. All requests for additional compensation or extensions of time shall be by written Change Order only.

11. **Extensions of Time – Delay on the Critical Path.** 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.

12. **Delays Beyond Contractor's Control – Weather.** The Owner and Contractor are both aware that a substantial portion of the Work may be conducted during winter weather conditions, and that extremely variable and severe weather conditions are typical for the site of the Work:

The Contractor expressly agrees that the Contract Price is based on completion of the Work within the times specified in the Agreement and under weather conditions typically encountered during the contemplated construction period at the site of the Work.

For purposes of evaluating requests for increases in Contract Price or extensions of time due to abnormal or unusually severe weather conditions, the following conditions, and no others, will be considered abnormal:

- (a) precipitation exceeding the historical mean for the months of the construction period by more than two standard deviations;
- (b) for winter construction, average temperature less than the historical mean for the months of the construction period by more than two standard deviations;
- (c) for winter construction, number of days below freezing exceeding the historical mean for the months of the construction period by more than two standard deviations;
- (d) exceeding the historical mean by more than two standard deviations is: the occurrence of a precipitation event; or period of average temperature or days below freezing for winter construction that is calculated to be above, below or greater than the historical mean by more than plus or minus 47.5% of a normal frequency distribution curve or conditions outside a total range of 95.0% of the historical mean; or

(e) isolated abnormal weather occurrences of a severely destructive nature, which in fact, cause such destruction at the site of the Work.

For the purpose of determining mean conditions, all available data contained in the records of the National Weather Service for reporting from the site of the Work (or, if no specific data is available for the site of the work, then all available data for the location as near and as similar to the site as possible), as well as data available from the State Climatologist for the same areas.

The Contractor further agrees that should a request for time extension due to abnormal weather conditions, the Contractor shall submit all necessary historical and detailed daily data during the construction period to support the claim.

13. **No Damages for Delay.** The Contractor agrees that delays resulting from any causes other than acts or omissions of the Owner, its employees, agents or others acting on its behalf shall be considered fully compensated by an extension of the Contract Time, and the Contractor agrees to make no claim for monetary damages for such delays, unless authorized pursuant to Section 24-91-103.5(1), C.R.S. In no event shall the Contractor be entitled to recover any delay costs caused by the acts or omissions of the Contractor, its employees, agents or anyone for whom it is responsible. The Contractor's damages for delays resulting from acts or omissions of the Owner, its employees, agents or others acting on its behalf shall be limited to extended general conditions costs associated with the delay, unless authorized pursuant to Section 24-91-103.5(1), C.R.S.

14. **Mediation and Arbitration Are Voluntary.** Any mediation or arbitration provision in the Contract Documents shall be optional and subject to the mutual agreement of the Owner and the Contractor, each in its sole discretion. Compliance with any mediation or arbitration procedure shall not be a pre-requisite to bringing an action in a court of competent jurisdiction.

15. **Referral of Claims to Design Professional.** No claim or defense of the Owner shall be barred for failure to refer an item of dispute to the Engineer or Architect. The Owner and the Contractor agree that any requirement in the Contract Documents to refer a claim to an Engineer, Architect or other party as a condition precedent to exercising any lawful remedies shall not be a bar to bringing an action in a court of competent jurisdiction where the Owner or the Contractor has a reasonable belief that complying with such referral requirement might jeopardize its ability to exercise such remedies due to the running of the applicable statute of limitations or the application of an equitable defense such as waiver, estoppel, or laches. Promptly following the filing of an action under such circumstances, the Owner and the Contractor shall then proceed to comply with such claim referral process to the extent not stayed by a court of competent jurisdiction.

16. **Illegal Aliens.** 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 in-

vestigation 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.

17. **Colorado Labor.** If the Work is financed in whole or in part by funds of the State of Colorado or any county, school district or municipality of the State of Colorado, Colorado labor shall be employed to perform the Work to the extent of not less than 80% of each type or class of labor in the several classifications of skilled and common labor employed on the Project. "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment.

18. **Indemnification.** To the extent any provision in the Contract Documents provides for the Owner's indemnification of the Contractor or any other party, such provision is hereby severed from the text within which it is located and deleted. Owner does not agree to indemnify any person. Any obligation of the Contractor to indemnify the Owner or any other party is limited by Section 13-21-111.5(6), C.R.S.

19. **Consequential Damages.** The Contractor and the Owner waive claims against each other for consequential damages arising out of or relating to the Contract Documents other than consequential damages authorized pursuant to Section 8-17.5-102, C.R.S. This mutual waiver includes:

(a) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(b) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the Contract Documents. Nothing contained in this paragraph shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

20. **Sales and Use Tax.** The Owner is a governmental entity and therefore exempt from state and local sales and use tax (except in some home rule cities). The Owner will not pay for or reimburse any sales or use tax that may not directly be imposed against the Owner, regardless of whether allowances have been made in the Contract Price for such taxes. The Contractor shall use the Owner's sales tax exemption for the purchase of all materials and equipment used or incorporated in the Work.

21. **Engineer/Architect.** As between the Owner and the Contractor, the Owner retains the full right to replace the Engineer and/or Architect in its sole discretion, and the Contractor waives any right to object to the Owner's appointment of a different Engineer or Architect.

22. **Termination.** In the event that the Owner terminates the Agreement for convenience, the Contractor shall be entitled to any profit which it has earned on Work completed; the Contractor shall not be entitled to any fee or profit on the Work not performed.

23. **Owner Representations and Contractor Remedy-Granting Provisions.** The Owner makes the following representations:

(a) the Owner has appropriated money equal to or in excess of the Contract Price.

(b) the Owner, by issuing any Change Order or other directive requiring additional compensable Work to be performed by Contractor without Contractor's consent, which Work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Contract Price, represents to the Contractor that lawful appropriations to cover the costs of the additional Work have been made.

For any form of Change Order or directive, other than a clarification, by the Owner requiring additional compensable work to be performed, the Owner shall reimburse the Contractor for the Contractor's costs on the periodic basis set forth in the Contract Documents for all additional directed work performed until a Change Order is finalized and approved by the Contractor. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Owner for the additional compensable work to be performed.

Upon the Owner's issuance of any Change Order or directive, other than a clarification, requiring additional compensable work to be performed without the Contractor's consent, the Contractor may request in writing within five (5) days from the date of such issuance that the Owner provide written assurance that appropriations are immediately available to the Owner for payment to the Contractor prior to performance of such additional work. Such written assurances may include, but are not limited to, a letter from the Owner explaining the expected sources of funding for the additional Work. In the event that the Contractor makes such a request within five (5) days and the Owner does not provide written assurance reasonably satisfactory to the Contractor, the Contractor may stop Work until such time as the Owner provides satisfactory assurances. The Contractor's acceptance of a Change Order in accordance with any assurances provided under this Section shall not limit or restrict the Contractor from making a Claim under the Contract Documents for an adjustment in the Contract Price or the Contract Times or otherwise for expenses or damage directly attributable to the Contractor's stoppage of the Work as permitted hereunder.

24. **Two-Year Statute of Limitations in §13-80-102(1)(h), C.R.S.** Any action arising out of or relating to the Contract or the Work asserted by the Contractor against the Owner shall be brought within two (2) years from when the action accrued pursuant to Section 13-80-102(1)(h), C.R.S.

25. **Owner's On-Site Representative.** The Owner's on-site representative is placed on the Project to observe the Work and to keep the Owner informed as to the progress of the Work and the manner in which the Work is being done, to keep records for the Owner, to act as liaison between the Contractor and the Owner, to call to the attention of the Contractor defective Work or deviations from the Contract Documents and to reject defective or incomplete Work. Failure of the Owner's on-site representative to call to the attention of the Contractor any defective Work or deviations from the Contract Documents shall not constitute acceptance of such Work by the Owner or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents. The Owner's on-site representative may offer suggestions to the Contractor, which the Contractor may or may not accept at its discretion. Such suggestions are never to be considered as anything but suggestions and involve no assumption of responsibility, financial or otherwise, by either the Owner or its on-site representative.

26. **Notices.** Notice shall also be deemed validly given when deposited for overnight service with Federal Express, UPS or other national courier company.

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 ADDENDUM OR 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, Agreement, State Law Addendum, General Conditions, Performance and Payment Bonds, and the Plans and Specifications, 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 form the “Contract”.

(b) When the words Owner or District are used, these shall mean the La Plata Archuleta Water District and the District Manager.

(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 District for any notifications, approvals, or other issues during construction. The District 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 proposal 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 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 District is intended. Similarly, the words “approved”, “acceptable”, “satisfactory”, shall refer to approval by District.

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

4. **Plans and specifications:** The Plans and Specifications and other Attachments 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.

(a) 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.

(b) 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 District.

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.

6. **Materials, workmanship and employees:** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, 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 District, 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.

7. **Boundaries of work:** The District 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.

8. **Protection of site:** Except as otherwise provided herein, 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 equipment from vandalism, theft or other external interference shall be responsibility of Contractor, including fencing of location.

9. **Permits:**

(a) Applicable permits from La Plata County and US ACOE are being obtained by the District; copies of these permits are available from the District. 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:

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.

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.

a.3 During trenching; top soil needs to be retained on matts 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.

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.

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:

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,

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

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.

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>)

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.

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.

a.5.vii This effort will be supervised and over-seen by the District 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 District 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 District 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;

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).

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).

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 District 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 District:** The District 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 District 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 District. 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 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.

(b) **Accident Prevention:** The Contractor shall at all times, whether or not so specifically directed by the 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, suitable and sufficient red lights, 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 District:** Work under this Contract may, without cost or claim against District, be suspended for substantial cause.

(a) **Decisions:** The District 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:** District shall have free access to the work at all times and the Contractor shall furnish them with facilities 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:** District 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 Plans and Specifications. District 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 District in writing immediately, and District 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 District 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 District are for the protection of the District 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 District 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, 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 District 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) 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 before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

CORPORATE ACKNOWLEDGMENT

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

State of _____)

County of _____)

On this ____ day of _____, 2018, 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 LAPLAWD Hwy 160/CR 225A Bulk Water Fill Station 2

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>
1	Mobilization and Demobilization	1	LS		
2	Bonds, Insurances and Permits	1	LS		
3	Traffic Control	1	LS		
4	Furnish and Install Signs	2	EA		
5	Clearing & Grubbing	1	LS		
6	Electrical Supply to Equipment Slab (210 feet in conduit. 100 Amp Service, including connection to panel at Slab)	1	LS		
7	Place Equipment on Slab. Connect Plumbing and Electrical	1	LS		
8	Furnish & Install 3"Ø Drain Line w/grates/screens	1	LS		
9	Build Road (8" of 3" Class II Structural Base Course)	290	CY		
10	Build Road Surface (4" of 3/4" Class VI Road Base compacted and graded with crown(s) as shown on drawings)	145	CY		
11	Concrete Equipment Pad (Complete w/2 Pedestals Including Metal embed plates and conduit for overhead light)	2	CY		
12	Concrete Loading Pad Complete (Driveway)	23	CY		
13	2"Ø Waterline from Main to Equipment Pad (Include Saddle Tap & Ductile Iron Penetration)	1	LS		
14	Testing and Chlorination	1	LS		
15	Drainage control including 2 culverts, swales and grading	1	LS		
16	Cut and replace asphalt as required	1	LS		
Total Bid for all Work shown on the Plans as detailed in the Contract Documents					

This is the Bid Schedule for the La Plata Archuleta Water District Phase 1D Pipeline 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.

ACKNOWLEDGEMENT OF WEB DELIVERED DOCUMENTS

THE FOLLOWING DOCUMENTS WERE AVAILABLE FOR REVIEW IN PREPARING THIS BID PROPOSAL AT LEAST 5 DAYS PRIOR TO THE BID OPENING:

1. Project Map (Cover Sheet of the Project Drawings)
2. Bid Schedule (Page 31 of these Contract Documents) *dated Sept ember 8, 2018*
3. District's Standard Details and General Notes
4. The Project Drawings in 11 x 17 Format (Cover Sheet and Sheets 1 through Sheet 3 of 3)
5. These Contract Documents Dated September 8 ,2018
6. La Plata County Excavation and Utility Permit Special Conditions
7. La Plata County Road side fill and compaction requirements – Flow-Fill

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)