INVITATION FOR BIDS

PROJECT MANUAL

including

CONTRACT DOCUMENTS

and

SPECIFICATIONS

for the

Morehart-Murphy Auto Center Water Main Removal Project

CITY OF DURANGO, COLORADO

August 6, 2020
Sealed bids for the **Morehart-Murphy Auto Center Water Main Removal Project** will be received by the City of Durango until **3:00 PM (Local Time) on September 10, 2020.** Project involves the installation of 6-inch C-900 PVC waterlines by conventional open-trench methods two for building services, and one fire hydrant installation, all to enable abandonment of a water main at an active automobile dealership. Utility locate verification, pavement repairs, traffic control, materials testing quality control, stormwater and pollution control and site restoration work is also required in the project.

**There will be no pre-bid conference on this project. Please submit all questions to Bidnet by the deadline, and refrain from asking the dealership about project related questions.**

Bid documents and/or supporting information may be downloaded, at no charge, from the following web site: [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) Click on “Vendor Registration” or “Vendor Login”, as applicable or at the City of Durango’s website: [www.DurangoGov.org](http://www.DurangoGov.org)

The City of Durango reserves the right to reject any and all bids, to waive any informalities and minor irregularities in bids, and to accept the bid deemed, in the opinion of the City, to be in the best interest of the City of Durango.

This project is being bid in accordance with the City of Durango Purchasing Policy.

**Published: August 8 & August 12, 2020**
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I. INFORMATION FOR BIDDERS

Bids will be received by the City of Durango (herein called the “Contracting Agency”) until September 10, 2020 at 3:00 PM (Local Time). Bids must be delivered via: www.bidnetdirect.com/colorado prior to deadline. It is the sole responsibility of the bidder to see that the bid is received before the submission deadline. Late bids will not be considered.

There will be no pre-bid conference on this project. Please submit all questions to Bidnet by the deadline, and refrain from asking the dealership about project related questions.

Each bidder, before submitting a bid, shall become fully informed as to the extent and character of work required. All questions must be submitted electronically via: www.bidnetdirect.com/colorado prior to the deadline stated in the Bidding Procedure Timetable. The City will respond to all questions in the form of an Addendum uploaded to www.bidnetdirect.com/colorado.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, and the Bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. Any improperly completed bids will not be accepted.

The Contracting Agency may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered and will be rejected. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Contracting Agency and the Bidder.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done.

The Bid Documents and any Addenda issued contain the provisions required for the construction of the Project. Information otherwise obtained from an officer, agent or employee of the Contracting Agency, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a Bid Bond payable to the Contracting Agency for five percent (5%) of the total amount of the Bid.

A Performance Bond and a Labor and Material Payment Bond, each in the amount of 100 percent (100%) of the Contract Price (Base Bid plus Force Account Items), with a corporate surety approved by the Contracting Agency, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds or Labor and Material Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

Each Bid must include the provided List of Subcontractors to be assisting in the project.
The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Labor and Material Payment Bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case the Bidder fails to execute the Agreement, the Contracting Agency reserves the right to exercise its option to consider the Bidder in default, in which case, the Bid Bond accompanying the Proposal shall become the property of the Contracting Agency.

Within fifteen (15) calendar days of receipt of acceptable Performance Bond, Labor and Material Payment Bond, proof of insurance, W9, any other required documents, and an Agreement signed by the party to whom the Agreement was awarded, the Contracting Agency shall sign the agreement and return to such party an executed duplicate of the Agreement. Should the Contract Agency not execute the Agreement within such period, the Bidder may, by Written Notice, withdraw said signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Contracting Agency.

The Contracting Agency shall issue the Notice to Proceed within ten (10) calendar days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Contracting Agency and Contractor. If the Notice to Proceed has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the party of either party.

Each Bidder shall demonstrate experience in Civil Construction Projects and Domestic Waterline Construction line replacement projects. At the time of the Bid, the Bidder shall provide to the Contracting Agency a list of at least three (3) successfully completed projects of similar nature. Include the size and a description of each of the three projects. Include in each list the date, dollar amount of the project, and name of the responsible person for whom the work was done.

The Contracting Agency reserves the right to reject any or all Bids and to waive informalities when such action is deemed to be in the best interest of the Contracting Agency.

A conditional or qualified Bid may be cause for rejection.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Projects, shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to their Bid.
BIDDING TIMETABLE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tr>
<td>Projects 1&lt;sup&gt;st&lt;/sup&gt; Publication</td>
<td>August 8, 2020</td>
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<tr>
<td>Projects 2&lt;sup&gt;nd&lt;/sup&gt; Publication</td>
<td>August 12, 2020</td>
</tr>
<tr>
<td>Contractor Questions Due</td>
<td>August 20, 2020 3:00 p.m. (Local Time)</td>
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<tr>
<td>Finial Addendum Issued by Grants/Contracts Division</td>
<td>August 27, 2020 4:30 p.m. (Local Time)</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>September 10, 2020 3:00 p.m. (Local Time)</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>September 14, 2020</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>Estimated September 28, 2020</td>
</tr>
<tr>
<td>Project Commences</td>
<td>Estimated October 2, 2020</td>
</tr>
<tr>
<td>Number of Construction Days</td>
<td>56 Days</td>
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<tr>
<td>Project Completion</td>
<td>Estimated November 27, 2020</td>
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</tbody>
</table>

II. SCOPE OF WORK

Work to be completed with this project shall be as described in the Project Drawings with Specifications, and the Special Provisions within the Contracting Documents.

Project involves the installation of 6-inch C-900 PVC waterlines by conventional open-trench methods two for building services, and one fire hydrant installation, all to enable abandonment of a water main at an active automobile dealership. Utility locate verification, pavement repairs, traffic control, materials testing quality control, stormwater and pollution control and site restoration work is also required in the project.

III. INSURANCE

A. The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

B. The Successful Contractor shall procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure
or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

C. Successful Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor’s Subcontractors in Contractor’s own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker’s Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers’ Liability insurance with minimum limits of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) – policy limit, and One Million Dollars ($1,000,000) disease – each employee.

2. Comprehensive General Liability insurance with minimum single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars ($500,000) each occurrence and One Million Dollars ($1,000,000) aggregate with respect to each of Contractor’s owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

D. The policies required above, except for the Workers’ Compensation insurance and Employer’s Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

E. Certificates of insurance shall be completed by the Contractor’s insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force
and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.

IV. ILLEGAL ALIEN CERTIFICATION

Note: The following policy and procedures apply to the Selected Contractor, only. Per State Statute, all City of Durango contracts for services are now required to include certification that the contractor does not knowingly contract with illegal aliens.

HB 1343 requires certification from the contractor that the contractor has registered with, or certified that they are in compliance with, the E-Verify Program, formerly known as the Basic Pilot Program. While this program is not new, it is unknown to most people doing business with municipalities in the State of Colorado. The E-Verify Program is a free program run by the Federal Government within the Department of Homeland Security. The program requires an employer to apply for entry into the program and make certain agreements with the Department of Homeland Security and Social Security programs.

An employer must apply to participate in the E-Verify Program over the internet. Following is the website: https://www.vis-dhs.com/employerregistration A set of instructions will appear and the applicant should follow those instructions to apply.

Therefore, effective immediately, every Successful Contractor shall be required to:
1) Fill out the Certification Statement Regarding Illegal Aliens form and return it to the City of Durango Purchasing Agent, and
2) Apply to participate in the E-Verify Program with the Division of Homeland Security.

The City will not make payments on any contract until the attached form is on file in the office of the Grants/Contracts Division.
V. BIDDER QUALIFICATIONS

In evaluating each bidder, consideration shall be made utilizing the following criteria. Deficiency in any of the areas listed below may be adequate cause for bid rejection.

A. Bidder shall provide a separate representative list of the firm’s current and previous contracts, with a contract person and telephone number, related to the services requested.

B. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.

C. The quality of performance of previous contracts or services, either with the City or with other customers.

D. The cost of the service to the City of Durango

VI. BID SUBMISSION

• Submit Bids electronically via www.bidnetdirect.com/colorado prior to deadline. Please submit all your required documents in a single pdf file in the bidder’s company name. Bids shall be completed on the form furnished and any exceptions to the specifications must be attached hereto and made a part of the contract. Retain one copy for your records. Submit bids and questions electronically at: www.bidnetdirect.com/colorado

• Include the items listed in Section V (A) (above) with Bid Sheet.
• Each Bid must be accompanied by a Bid Bond payable to the Contracting Agency for five percent (5%) of the total amount of the Bid.
• Provide a list of equipment to be used in performing the services required.
• Successful Contractor must obtain a City Business License prior to the start of the project.
• Successful Contractor must complete a W-9 form (Taxpayer Identification No.) prior to the start of the project.
• A Statement of Residency Form must be completed and returned with bid.
• The City of Durango is exempt from all local, state and federal taxes.
• The City of Durango reserves the right to reject any and all bids.
City of Durango
Grants/Contracts Division
949 E 2nd Avenue
Durango CO 81301
970.375.4994
BID SCHEDULE

See attachments for Bid Schedule to be filled out and submitted with Bid.
BID

Proposal of __________________________ (hereinafter called "Bidder"), organized and existing under the laws of the State of __________________________, doing business as __________________________ * to the City of Durango (hereinafter called "Contracting Agency").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Morehart-Murphy Auto Center Water Main Removal Project in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of joint Bid, each party thereto certifies as to their own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project 56 Calendar Days after the Notice to Proceed. Bidder further agrees to pay as liquidated damages, and not as penalty, of $300 per day for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following Addendum:

<table>
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<tr>
<th>ADDENDUM NUMBER</th>
<th>DATE</th>
<th>ACKNOWLEDGEMENT</th>
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<tr>
<td>Addendum No. 1</td>
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<td>Addendum No. 2</td>
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<td>Addendum No. 5</td>
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* Insert "a Corporation", "a Partnership", "an Individual", as applicable.

Bidder agrees to perform all work described and contained in the bid documents for the unit prices or lump sums as shown on the Bid Schedule for the Project. Bidder acknowledges that quantities are estimated and are only for the purpose of comparing bids.

Bidder acknowledges that payment will be based on the lump sum price or the actual quantities furnished, installed, or constructed as provided for in the bid documents and approved by the City of Durango.

Bidder acknowledges that the cost of a 100% Performance and Payment Bond is included in the foregoing Bid, and agrees to furnish said Bond in the amount of the Bid items plus all force account items specified by an asterisk in the Forced Account Project Special Provisions, with a Surety
Company satisfactory to the Owner at the time of execution of the Agreement or a suitable Letter of Intent.

Signature: __________________________________________

Title: ________________________________________________

Company: ____________________________________________

Address: ____________________________________________

Telephone: __________________________________________

FAX: _______________________________________________

City of Durango Business License No. _________________

(SEAL) - if bid is by a Corporation

ATTEST:

___________________________________________

Name: ____________________________________________

(Please type)

Title: ____________________________________________

(end of bid schedule)
## LIST OF SUBCONTRACTORS

Contractor _____________________________________________________________

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<th></th>
<th>Subcontractor</th>
<th>Specialty</th>
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<th>Address</th>
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Attach additional pages if needed
STATEMENT OF RESIDENCY

PROJECT: Morehart-Murphy Auto Center Water Main Removal Project
As a condition precedent to the award to me, or us, of a contract by the City of Durango for the products or services related to the above-listed project, I, ______________________________, as the individual owner, partner, manager, officer, or person delegated to sign this form, do hereby certify that the firm named below is a:

(Check one only) 0 Local Bidder (La Plata County) 0 Regional Bidder (Region 9 of Colorado) 0 Non-resident Bidder

Local Bidder* means:
A local bidder is defined as a person, partnership, corporation, limited liability company or joint venture which is authorized to transact business in Colorado, and which maintains a business office within La Plata County.

Regional Bidder** means:
A person, partnership, corporation or joint venture which is authorized to transact business in Colorado, which maintains a business office within Region 9 of Colorado.

Non-resident Bidder: Location (City/State) __________________________________________

I, ______________________________, declare under penalty of perjury that the statements made in this document are true and complete to the best of my knowledge.

(Firm Name:)

(I insert name of corporation, limited liability company, partnership or sole proprietorship)

(insert trade name or name under doing business as ____________ ____________ which corporation, company, partnership or proprietorship is doing business, if different from legal name of entity or proprietor)

By: ______________________________

Signature

Title

Date

* Local bidders shall receive a 5% preference over all bidders or $100,000, whichever is less. In no event shall the local bidder preference exceed the amount of $100,000.

** Regional Bidders will receive a 3% preference over Non-Resident Bidders or $40,000, whichever is less. In no event shall the regional bidder preference exceed the amount of $40,000.
NOTICE OF AWARD
City of Durango, Colorado

Date________

CONTRACTOR’S NAME

Re: Morehart-Murphy Auto Center Water Main Removal Project

Dear CONTRACTOR:

You are hereby notified that the City of Durango has accepted your bid for the above-referenced project in the amount of $      .

Within fifteen (15) calendar days, you are required to provide the following items to the Grants/Contracts Division, 949 East 2nd Avenue, Durango CO 81301:

   a. Executed Agreement/Contract (2 originals);
   b. Certificates of Insurance NAMING THE CITY OF DURANGO AS AN ADDITIONAL INSURED and which contains a Notice of Cancellation clause which is absolute and does not contain language such as “endeavor to” notify or “failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.” If standard certificate is used with such language crossed out, representative shall initial and date said deletions.
   c. Payment and Performance bonds, if required by Request for Proposal/Invitation to Bid;
   d. Proof of Workers’ Compensation coverage;
   e. Executed Acceptance of Notice of Award (Page 2 of this Notice of Award); and
   g. Copy of City of Durango Business License

If you fail to return the above-described items within fifteen (15) calendar days from the date of this Notice, the City of Durango will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The City of Durango will be entitled to such other rights as may be granted by law.

Sincerely,

Bob Grogan
Buyer
Grants/Contracts Division

Enclosures: Agreement/Contract, W-9 Form
ACCEPTANCE OF NOTICE OF AWARD

CONTRACTOR’S NAME

Re: Morehart-Murphy Auto Center Water Main Removal Project

Receipt of the Notice of Award is hereby acknowledged on this ___ day of __________, 2020.

By

______________________________________________________________

Signature

______________________________________________________________

Title

______________________________________________________________

Company

______________________________________________________________

Please execute and return this form with the contracts, bonds, Certificates of Insurance, required licenses, and completed W-9 in one envelope to:

City of Durango
Grants/Contracts Division
949 East 2nd Avenue
Durango CO 81301
AGREEMENT

Made as of the ______ day of _____________________ in the year 2020

BETWEEN the City: City of Durango
949 E 2nd Avenue
Durango CO  81301

And the Contractor:

For the following Project: Morehart-Murphy Auto Center Water Main Removal Project
PART 1
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the following:
   (a) This Agreement;
   (b) The Invitation for Bids, and all addenda and attachments;
   (c) The Contractor’s Bid;
   (d) Information for Bidders;
   (e) City of Durango General Conditions and Standard Specifications;
   (f) Other documents, plans, or drawings listed in the Invitation for Bids;
   (g) Bid Bond;
   (h) Performance Bond and Labor and Material Payment Bond;
   (i) Notice of Award;
   (j) Acceptance of Notice of Award;
   (k) Notice to Proceed;
   (l) Change Orders, and
   (m) Modifications issued after execution of the Agreement

1.2 All of the above-listed Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Agreement.

1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. Except as provided herein, this Contract may not be modified or amended except by written agreement signed by the parties.

1.4 The Agreement is this executed Standard Form of Agreement between City and Contractor.

PART 2
CONTRACT SUM

2.1 The City shall pay the Contractor, in current funds, for the Contractor’s performance of the Contract in the total lump sum amount of $____________, subject to additions and deductions as provided in the Contract Documents.
2.2 Based upon Invoices submitted by the Contractor, the City shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.

2.3 **Retainage.** The amount to be retained from payments shall be five (5) percent of the value of the completed work, exclusive of payments for materials on hand, but not greater than two and one-half (2.5) percent of the amount of the contract. When the retainage has reached two and one-half (2.5) percent of the amount of the contract, no further retainage will be made, and this amount will be retained until such time as final payment is made. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. Section 24-91-103.

2.4 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 2.1. Pursuant to C.R.S. §24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the City has made lawful appropriations to cover the costs of the additional work. Any change order or directive made by the City requiring additional compensable work to be performed shall be performed at the hourly rates and/or unit pricing set forth in the contractor’s bid and shall be reimbursed at the contractor’s costs on a monthly basis for all additional direct work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the City for the additional compensable work to be performed.

**PART 3**

**SCOPE OF SERVICES**

3.1 The Contractor shall execute the entire Scope of Services described in the Invitation for Bids, dated ________________, any Addenda issued, and the Contractor’s Bid, dated ________________, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**PART 4**

**CITY’S RESPONSIBILITIES**

4.1 The City shall provide full information regarding requirements for Work to be performed.

4.2 The City shall designate, when necessary, a representative authorized to act in the City’s behalf with respect to the Project or Project Documents.

4.3 The City shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.
PART 5
DATE OF COMMENCEMENT

5.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the City.

PART 6
CONTRACTOR’S PROJECT SCHEDULE

6.1 The Contractor shall provide a Critical Path Method (CPM) schedule (“Project Schedule”) covering the duration of the Work, beginning with the receipt of the signed Agreement and concluding with Substantial Completion. The follow requirements must be met:

(a) The Project Schedule shall include design, engineering, agency review, permitting process, construction, and anticipated weather days.

(b) The Project Schedule shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work. Each activity shall contain only the Work of a single trade or subcontractor.

(c) Each activity shall be less than ten (10) working days in duration. Procurement and material delivery, surveying, and shop drawing approvals may exceed ten (10) working days in duration. Activities exceeding the (10) working days in duration shall be separated into two or more individual activities by area, type of work, etc. to allow for effective monitoring of the Work.

(d) Each activity shall be cost loaded. The sum of all cost loaded activities shall be equal to the Contract Price. Any costs associated with drawings or submittals shall be included in the cost loading of the Work.

(e) The Project Schedule must include activities that indicate work by others that may affect the Contractor’s Work.

6.2 Adverse Weather Conditions. Extensions of time based upon weather conditions shall be granted only if the Contractor clearly demonstrates that such conditions were severe, could not have been reasonably anticipated, and that such conditions adversely affect the Contractor’s Work and thus required additional time to complete the Work.

6.2.1 An adverse weather day must prevent Work for 50 percent or more of the Contractor’s workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor and provided to the City within two calendar days. The City will use the written notification in determining the number of calendar days for which Work was delayed during each month.

6.2.2 The Project Schedule must reflect anticipated adverse weather delays on all weather-dependent activities. While extensions of time can be granted for
adverse weather as described above, no monetary compensation shall be made by
the City for any costs to the Contractor arising out of such delays.

6.3 Contractor shall update Project Schedule on a monthly basis and review with the City on
a weekly basis at the weekly progress meeting. Each revision shall indicate actual
progress to date, changes resulting from change orders, and planned changes, as
necessary to complete the Work in accordance with the Contract Documents.

6.4 All costs associated with the development and maintenance of the Project Schedule shall
be borne by the Contractor.

PART 7
TIME FOR COMPLETION AND LIQUIDATED DAMAGES

7.1 The date of beginning and the time for completion of the work are essential conditions of the
Contract Documents and the work embraced shall be commenced on the date specified in the
Notice to Proceed.

7.2 The Contractor will proceed with the work at such a rate or progress to insure full completion
within the Contract time. It is expressly understood and agreed, by and between the
Contractor and the Contracting Agency, that the contract time for the completion of the work
described herein is a reasonable time, taking into consideration the average climatic and
economic conditions and other factors prevailing in the locality of the work.

7.3 Should the Contractor fail to complete the work within the Contract time, or extension of time
granted by the Contracting Agency, the Contractor shall pay the Contracting Agency the
amount of liquidated damages as specified in the Bid Documents for each calendar day the
Contractor may be in default of the time stipulated in the Contract Documents.

7.3.1 The Contractor shall not be charged with liquidated damages provided the delay in
completion of the work is due to the following and the Contractor has promptly given
written notice of such delay to the Contracting Agency or Engineer.

7.3.1.1 To any preference, priority or allocation order duly assigned by the
Contracting Agency.

7.3.1.2 To unforeseeable causes beyond the control and without the fault or
negligence of the Contractor, including but not restricted to, acts of God, or
of the public enemy, acts of omission of the Contracting Agency, floods,
epidemics, quarantine restrictions, strikes, material or fuel shortages due to
governmental regulations or allocations, freight embargoes and abnormal or
unusually severe weather.

7.3.1.3 Permitting the Contractor to continue and finish the work or any part of it
after the time fixed for its completion, or after the date to which the time
fixed for its completion may have been extended, will in no way operate as a waiver on the part of the Contracting Agency of any of its rights under the Contract.

**PART 8**

**FINAL INSPECTION AND FINAL PAYMENT**

8.1 **Final Inspection.** The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion. Within ten (10) working days thereafter, the City shall make a final inspection to determine whether the Work has been completed in accordance with the Contract Documents and shall submit a written list of any defects to the Contractor. The Contractor shall promptly correct any defects without additional cost to the City within ten (10) working days after receipt of the list of defects. If any defects cannot be corrected within ten (10) working days, the Contractor shall initiate corrective measures within said period of ten (10) working days, and shall thereafter pursue correction of such defects promptly and with due diligence. The Contractor shall also deliver to the City all guarantees and warranties, all statements to support state sales and use tax refunds, final plan set, record sets, as-constructed plans, geotechnical reports, documentations and calculations, approved shop drawings, and material testing records as a complete package. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter).

8.2 **Final Acceptance and Final Payment.** If the Contractor has completed the Work in a manner finally acceptable to the City (“Final Acceptance”), the City may authorize final payment (“Final Payment”) from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:

(a) The City shall determine that satisfactory and substantial reasons exist for the Final Payment;

(b) The City shall require written approval from any surety furnishing bonds for the Work;

(c) The City may require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers;

(d) A notice of contractor’s settlement shall have been published in accordance with C.R.S. §38-26-107.

**PART 9**

**CITY’S RIGHT TO STOP THE WORK**

9.1 If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the City, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.
9.2 The City may order the Contractor in writing to suspend all or any part of the Work for such period of time as the City may determine to be appropriate for the City’s convenience.

9.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.

9.4 If the City, pursuant to paragraph 8.2, suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price, as applicable.

PART 10
CITY’S RIGHT TO CARRY OUT THE WORK

10.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to any other remedies it may have, initiate and complete the necessary work to cure such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Contractor, the cost of correcting such deficiencies, including compensation for the any additional services of the City’s consultant’s made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City by way of reimbursement.

PART 11
UNCOVERING THE WORK

11.1 If any portion of the Work should be covered contrary to the request of the City or contrary to requirements specifically expressed in the Contract Documents relative to inspection by the City, it must, if required in writing by the City, be uncovered for its observation and inspection and shall be replaced at the Contractor’s expense.

11.2 If any other portion of the Work has been covered, the City may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the City by appropriate Change Order. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the City caused this condition, in which event the City shall be responsible for the payment of such costs.
12.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.

12.2 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City’s additional services made necessary thereby. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

12.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the City waives such removal, in writing.

12.4 If the Contractor fails to correct defective or non-conforming Work, the City may correct it in accordance with Part 9 (City’s Right to Carry Out the Work).

12.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City, the City may remove such work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after billing from the City for such costs, the City, upon ten (10) additional days’ written notice, may sell such Work (materials and equipment) at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the City’s additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City by way of reimbursement.

12.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal, unless in the City’s sole discretion, the City agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

PART 13

CHANGES IN THE WORK

13.1 The City may from time to time, by written notice to the Contractor, extend the Start or Completion Dates or make changes in the Work necessary or convenient to accomplish the purpose intended by the Contract Documents. The City shall have such further
authority, if any, as may be specifically granted or authorized by the City to initiate or process administrative Change Orders affecting the price or quantity of the Work to be performed. A Change Order is a written order to the Contractor signed by the City, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Completion Date or Contract Price. By signing the Change Order, the Contractor indicates agreement with the Change Order, including, without limitation, the adjustment in the Contract Price or the Period of Performance set forth within such Change Order. The Contractor agrees to minimize the cost of all Change Order to the extent possible.

13.2 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:
(a) by mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation;
(b) by unit prices stated in the Contract Documents or subsequently agreed upon; or
(c) by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

PART 14
TERMINATION OF AGREEMENT

14.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

14.2 This Agreement may be terminated by the City upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned, or in the event circumstances dictate that the project be terminated at the discretion of the City.

PART 15
NONDISCRIMINATION

15.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.
PART 16
HOLD HARMLESS/INDEMNIFICATION

16.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City of Durango, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys’ fees. The Contractor’s indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City of Durango.

PART 17
BONDS, AND INSURANCE

17.1 Performance and Payment Bonds. For the construction portion of the Work, the Contractor shall furnish, at the Contractor’s expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall be delivered to the City’s Purchasing Agent prior to the commencement of the Work and shall remain in effect until one year from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.

17.2 Insurance. The Contractor and any subcontractors or subconsultants shall purchase and maintain insurance coverage in a company or companies licensed to do business in the State of Colorado in not less than the minimum limits set forth in the Invitation for Bids. Certificates evidencing such coverage shall be delivered to the City’s Grants/Contracts Division prior to the start of Work. Such certificates shall name the City of Durango as the insured and which shall further provide that coverage may not be discontinued or materially modified without at least 15 days prior written notice to the City of Durango.

PART 18
COMPLIANCE WITH LAWS

18.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the
Work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the City of Durango in writing, and any necessary changes shall be made as provided herein.

PART 19
INDEPENDENT CONTRACTOR

19.1 There is no employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder.

PART 20
MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by the laws of the State of Colorado.

20.2 The City and the Contractor respectively bind themselves, their partners, agents, successors, assigns and legal representatives to the other party to this Agreement and to the partners, agents, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

20.3 Contractor shall be required to comply with applicable safety regulations.

20.4 This project is being conducted in accordance with the City of Durango Purchasing Policy.

20.5 Prior to start of any phase of Work, the following documents must be on file in the City’s Purchasing Department.

20.5.1 Certificates of Insurance, as required by the Contract Documents

20.5.2 Completed W-9 Form

20.5.3 City of Durango Business License

20.5.4 City of Durango Sales Tax License, as required

20.5.5 Illegal Alien Certification Form
20.5.6 Performance Bond, if required

20.5.7 Labor and Material Payment Bond, if required

**PART 21
OWNERSHIP**

21.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the City of Durango. Any furnished materials shall remain the property of the City of Durango. All such items shall be delivered to the City of Durango in usable condition after completion of the work, and prior to submission of the invoice for payment.

21.2 Any materials excavated from the project site shall be used on the project where possible. The City reserves the right to maintain possession of any unused excavated materials at the City’s discretion.

*(The remainder of this page is left blank intentionally)*
PART 22
SEVERABILITY

22.1 If any provision in the Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part of provision hereof.

THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the City.

CITY:
CITY OF DURANGO

By: _____________________________
Amber K. Blake
Interim-City Manager
949 E 2nd Avenue
Durango CO 81301

(SEAL)

ATTEST:

Amy Phillips
City Clerk

CONTRACTOR:
Firm Name: _____________________________
doing business as _____________________________

By: ___________________________________
Signature

Title

Date
NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

Re: Morehart-Murphy Auto Center Water Main Removal Project

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is ______________, 2020.

In accordance with the Agreement dated ____________, 2020, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before __________, 2020.

Sincerely,

Bob Grogan, Jr.
Buyer

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this _____day of ____________, 2020.

By _____________________________________
Title ____________________________________
Company ________________________________

Please complete and return this form within ten days to:
City of Durango
Grants/Contracts Division
949 East 2nd Avenue
Durango, CO 81301
CHANGE ORDER

Project/Contract Name:
Acct. #
Department: Staff Contact:
Contractor Name: Purchase Order #:
Address:
Original Contract Date: Change Order Number:

THE CONTRACT SHALL BE MODIFIED AS FOLLOWS:
JUSTIFICATION:

COST BREAKDOWN:
The original Contract Sum was .......................................................... $
Net change by previous Change Orders/Contract Modifications ........................................ $
Contract Sum prior to this Contract Modification ............................................................. $
The Contract Sum will be  ☐ increased  ☐ decreased  ☐ unchanged by .......................... $
The new Contract Sum including this Contract Modification will be .......................... $
The original completion date for the Contract was:
The Contract Time will be  ☐ increased  ☐ decreased  ☐ remain the same
The Date of Completion for the Contract therefore is

Contractor agrees to the specific costs herein and waives all rights to any future impact costs directly or indirectly related to or arising from the additional work. The appropriated funds for this project are equal to or exceed the amount of the contract. Pursuant to C.R.S. § 24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the City has made lawful appropriations to cover the costs of the additional work. Any form of order or directive made by the City requiring additional compensable work to be performed shall require the City to reimburse the Contractor for Contractor’s costs at such time as other payments are due under the contract for all additional directed work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the City for the additional compensable work to be performed.

IN WITNESS WHEREOF, the following Parties have executed this Change Order:

By: _______________________________ Date: __________
Contractor

Contractor Print Name / Title

By: _______________________________ Date: __________
Department Project Manager

By: _______________________________ Date: __________
Department Director

By: _______________________________ Date: __________
Finance Director

By: _______________________________ Date: __________
City Manager (required for change orders over $10,000)

ATTEST (required for change orders over $10,000 only)

________________________________________
City Clerk

City Clerk – please route to Accounts Payable
A/P – please route to City Clerk for retention in SIRE
SPECIAL PROVISIONS

Morehart-Murphy Auto Center Water Main Removal Project

I. **Shop Drawings** – Addition to Standard Form of Agreement, Part 3 – Scope of Services – This section describes the required shop drawing submittals and dates for shop drawings for project. The contractor shall provide shop drawing submittals for the following items:

**Item No. 1. – Traffic Control Plans** - Traffic control plans corresponding with a construction schedule are to indicate proposed methods of handling traffic for the duration of construction for all stages of each waterline installation, in the public right-of-way and on the dealership property. Traffic control plans shall be prepared by the Contractor to the satisfaction necessary for acceptance by the City of Durango Excavation Permit Agent prior to commencing with any work in the public right-of-way and acceptance with Morehart-Murphy Regional Auto Center prior to any work that interferes with dealership operations that cannot be readily removed. The MHT for dealership approval shall be submitted to the City’s project manager.

**Item No. 2. – Construction Schedule** – Construction schedule indicating sequence of construction with time allotted for each major task item including milestones shall be submitted to City of Durango, Utility Department project manager for acceptance to enable execution of the Notice to Proceed. Cost loading of items are not required.

**Item No. 3. – Product Submittals** – Construction material submittals for all materials imported to the construction site such as gravel, concrete, asphalt, pipe and fittings. Product information cut sheets shall be provided to City of Durango, Utility Department upon Notice of Award to enable acceptance prior to purchase of materials.

II. **Method of Measurement and Payment** - Addition to Standard Form of Agreement, Part 2.2 1 – Contract Sum - This section describes the bid items for the project and shall be used in conjunction with the Bid Schedule for determination of the items and how they are measured for payment purposes. The various bid items are described as follows and the limits for payment and type of measurement units are identified.

**Item No. 1. - Mobilization** - Includes the cost to mobilize for the project such as moving equipment, trucks, and personnel both to the site and off the site upon completion of the work. All expenses for which there is no specific pay items such as bonds, licenses and permits, storage of materials, removal and disposal of construction debris and the temporary supplies, including power and telephone, sanitary facilities as necessary for the execution of the work shall be included in this Bid Item.
Item No. 2. – Traffic Control – Includes all costs necessary for vehicular and pedestrian traffic control meeting the MUTCD latest edition for all stages of each waterline installation and considering non-construction and construction related traffic routes, staging areas, storage areas and active work-zone components. Traffic control devices shall additionally be appropriate for pedestrian safety in the dealership property. Roadway traffic control measures shall consider the proximity of Durango Fire and Rescue, Station No. 1, therefore no full road closures will be allowed; one lane closure with traffic control personnel to provide priority to emergency response vehicles may be permitted during work hours. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for: The design, submittal and approval process; Placement and maintenance and removal of traffic control equipment required to conduct the work described in the Project Drawings, Notes, Details and Special Provisions, meeting the approval of the City of Durango, Excavation Permit Agent, and Morehart-Murphy Regional Auto Center for work on the dealership property.

Measurement will be based on percent of construction complete as determined by the City’s Project Manager.

Payment will be made on a lump sum basis.

Item No. 3 – Existing Utility Locate and Pot-Hole Confirmation – Includes all costs associated with performing buried utility locate work on UNCC system located utilities and on all private buried utility lines anticipated from plans and above-grade evidence, followed by verification of all anticipated utilities, both public and private, by the means of Hydro-Vac or Air-Vac excavation to physically expose all pipe, conduit and direct bury features within the proposed pipeline excavations. Note, this may lead to adjustments of proposed pipeline alignments and additional buried utility verifications. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for: Public and private utility marking; Buried utility location confirmation using hydro or air / vacuum excavation to physically determine locations of buried utility lines; Record all buried utilities encountered including size, depth and alignment; Mark confirmed utility locations on the ground adjacent to pipeline alignments; Notify City’s project manager of utilities conflicting with proposed installations; Temporary filling or plating holes to enable public use and eliminate jobsite hazards. Include all items necessary to conduct Utility Locates in accordance with latest UNCC rules, latest industry standards, and project drawings, notes and details.

Measurement will be percent of proposed pipeline investigated as determined by the City’s Project Manager.

Payment will be made on a lump sum basis.
**Item No. 4 – Temporary Water Service** - Includes all costs associated with running a temporary potable waterline between the domestic water branches off the water entrance in each building to maintain domestic water service during pipeline disconnections to each building. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary to install 1-inch hose, tubing or pipe over the ground between the two dealership buildings; make temporary connections to each domestic branch from the building waterline riser; restore plumbing to pre-construction configuration upon completion. Notes, the hose, tubing or pipe and fittings need to:

1. Either be suitable for or require protection from automobile traffic.
2. Be suitable for potable water as indicated by an NSF 61 approval rating, and still require disinfecting and flushing prior to using.
3. Be suitable for 160 PSI operating pressure and surges in pressure.
4. Be connected, or reconnected to run in either direction, from/to each building, depending on phase of construction.
5. Be isolated from waterline installation testing and disinfecting operations by at least two operational valves or temporary blind flange(s).

Include all items necessary to complete the installation in appropriate manner to provide temporary water service in a safe and reliable manner and restore water entrances upon completion to pre-construction condition.

Measurement will be the percent of construction where temporary water is required as determined by the City’s project manager.

Payment will be on a lump sum basis.

**Item No. 5 – 6-Inch C-900 DR 18 PVC Waterline Installation** - Includes all costs associated with the installation of 6-inch, AWWA C-900 DR18 PVC water pipeline including placement of tracer wire, excavation, bedding, backfill for installation of associated fittings. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for Construction staking and layout; Excavation; Legal disposal of removed pipe, pipe appurtenances and excess excavated material; Pipeline installation; Installation of tracer wire including test ports at hydrants and valves, plus CAD welds to adjacent DI pipe; Pipe bedding; Backfill placement, compaction and density testing. Include all items necessary to complete the installation in accordance with the AWWA C605, City of Durango Standard Specifications, project plans, notes and details.

Measurement will be lineal feet pipeline installed as measured by the City’s Project Manager.

Payment will be on a lineal foot of pipe installed basis.
Item No. 6 – Restrained Joint 6-Inch C-900 DR 18 PVC Waterline Installation - Includes all costs associated with the installation of 6-inch, AWWA C-900 DR18 PVC water pipeline with EBAA Megalug 1900 Series joint restraints at each bell/spigot joint, including placement of tracer wire, excavation, bedding, backfill for installation of associated fittings. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for Construction staking and layout; Excavation; Legal disposal of removed pipe, pipe appurtenances and excess excavated material; Pipeline installation; Installation of joint restraints at all bell/spigot joints; Installation of tracer wire including test ports at hydrants and valves, plus CAD welds to adjacent DI pipe; Pipe bedding; Backfill placement, compaction and density testing. Include all items necessary to complete the installation in accordance with the AWWA C605, EBAA installation directions, City of Durango Standard Specifications, project plans, notes and details.

Measurement will be lineal feet pipeline installed as measured by the City’s Project Manager.

Payment will be on a lineal foot of pipe installed basis.

Item No. 7. – 8”x6” MJ Tee Installation - Includes all costs associated with the installation of an 8”x6” (run x branch) mechanical joint tee with Mega-lug 2000PV Series and / or Foster Adaptor joint restraints as applicable, polyethylene wrapping and thrust block. Note, Swivel tees may be required to enable vertical orientation of valves attached directly to the tee. Include the cost of procurement, shipping, handling, labor, materials, tools and equipment necessary for entire fitting installation with thrust block and joint restraints. Include all items necessary to complete the installation in accordance with the City of Durango Standard Specifications and project drawings, details and notes.

Measurement will be quantity of installed items as determined by the City’s Project Manager.

Payment will be made based on quantity of installed items.

Item No. 8 – 6-Inch MJ Gate Valve Installation - Includes all costs associated with the installation of Mueller, Resilient Wedge, 6” Mechanical Joint gate valve, Mega-lug 2000PV Series and / or Foster Adaptor joint restraints as applicable, valve box and cover, concrete collar and tracer wire with test port installation. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for entire valve with joint restraints, valve box, concrete collar and tracer wire installation. Include all items necessary to complete the installation in accordance with the City of Durango Standard Specifications and project drawings, notes and details.

Measurement will be quantity installed as determined by the City’s Project Manager.

Payment will be made based on quantity of installed items.
Item No. 9 – 8-Inch MJ Gate Valve Installation - Includes all costs associated with the installation of Meuller Resilient Wedge 8” mechanical joint gate valve, Mega-lug 2000PV Series and / or Foster Adaptor joint restraints as applicable, valve box and cover, concrete collar and tracer wire with test port installation. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for entire valve with joint restraints, valve box, concrete collar and tracer wire installation. Include all items necessary to complete the installation in accordance with the City of Durango Standard Specifications and project drawings, notes and details.

Measurement will be quantity installed as determined by the City’s Project Manager.

Payment will be made based on quantity of installed items.

Item No. 10 – 6-Inch Ductile Iron MJ Solid Sleeve Installations - Includes all costs associated with the installation of 6-inch mechanical joint solid sleeves including Mega-lug PV2000 Series joint restraints. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for solid sleeve installation with joint restraints. Include all items necessary to complete the installation in accordance with the City of Durango Standard Specifications and project drawings, details and notes.

Measurement will be quantity installed as determined by the City’s Project Manager.

Payment will be made based on quantity of installed items.

Item No. 11 – 8-Inch Ductile Iron MJ Solid Sleeve Installations - Includes all costs associated with the installation of all 8-inch mechanical joint solid sleeves including Mega-lug PV2000 Series joint restraints. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for solid sleeve installation with joint restraints. Include all items necessary to complete the installation in accordance with the City of Durango Standard Specifications and project drawings, details and notes.

Measurement will be quantity installed as determined by the City’s Project Manager.

Payment will be made based on quantity of installed items.

Item No. 12 – 6-Inch x 11.25° Ductile Iron MJ Bend Installations - Includes all costs associated with the installation of 6-inch x 11.25° mechanical joint bend including Mega-lug PV2000 Series joint restraints, polyethylene wrapping and thrust block. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for bend fitting installation with thrust block and joint restraints. Note: vertical downward bends do not require thrust blocks with the use of engineered restrained pipe in this project. Include all items
necessary to complete the installation in accordance with the City of Durango Standard Specifications and project drawings, details and notes.

Measurement will be quantity installed as determined by the City’s Project Manager.

Payment will be made based on quantity of installed items.

**Item No. 13 – 6-Inch x 45° Ductile Iron MJ Bend Installations** - Includes all costs associated with the installation of all 6-inch x 45° mechanical joint bend including Mega-lug PV2000 Series joint restraints, polyethylene wrapping and thrust block. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for bend fitting installation with thrust block and joint restraints. Include all items necessary to complete the installation in accordance with the City of Durango Standard Specifications and project drawings, details and notes.

Measurement will be quantity installed as determined by the City’s Project Manager.

Payment will be made based on quantity of installed items.

**Item No. 14 – 6-Inch x 90° Ductile Iron MJ Bend Installations** - Includes all costs associated with the installation of all 6-inch x 90° mechanical joint bend including Mega-lug PV2000 Series joint restraints, polyethylene wrapping and thrust block. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for bend fitting installation with thrust block and joint restraints. Include all items necessary to complete the installation in accordance with the City of Durango Standard Specifications and project drawings, details and notes.

Measurement will be quantity installed as determined by the City’s Project Manager.

Payment will be made based on quantity of installed items.

**Item No. 15 – 6-Inch Ductile Iron MJ Cap or Plug Installations** - Includes all costs associated with the installation of a permanent 6-inch DI Mechanical Joint cap with Foster Adaptor, or plug fitting, attached directly to existing tee in a restrained manner. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for fitting installation with joint restraint as necessary. Include all items necessary to complete the installation in accordance with the City of Durango Standard Specifications and project drawings, details and notes.

Note: Temporary caps or other fittings for testing purposes are not included in this item.

Measurement will be quantity installed as determined by the City’s Project Manager.
Payment will be made based on quantity of installed items.

**Item No. 16. – Fire Hydrant Installation** - Includes all costs associated with the installation of a Mueller, Centurian A423, 3-Way Fire Hydrant with integral 5-inch Storz Pumper Nozzle, Mechanical Joint connection with Mega-Lug PV2000 joint restraint. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for Construction surveying and staking; Excavation; Hydrant Installation; Joint restraint installation; Polyethylene wrap and concrete thrust block installation; Gravel drain material placement; Installation of tracer wire with test port bracket mounted to hydrant; Backfill placement and compaction should be included with this item. Include all items necessary to install the fire hydrant in accordance with City of Durango Standard Specifications, EBAA directions, project plans, notes and details.

Measurement will be quantity installed as determined by the City’s Project Manager.

Payment will be made based on quantity of installed items.

**Item No. 17 – 1-Inch Irrigation Service Reinstatement** – Includes all costs associated with reinstating 1-inch irrigation water tap from the existing waterline to be abandoned to the new waterline. Include the cost of procurement, shipping, handling, labor, tools, and equipment necessary for installation of Ford FS202 series Service Saddle and Ford F600 series Corporation Stop prior to pressure testing water main against closed corp. stop; Extending 1-inch Type K Copper tubing from new corp. stop to existing meter pit; Prepare tubing for flared fitting connections, make attachments, inspect for leaks and repair as necessary. Include all items necessary to complete the installation in accordance with City of Durango Standard Specifications, project plans, notes and details.

Measurement will be completed installation as determined by the City’s Project Manager.

Payment will be made on a lump sum basis.

**Item No. 18 – Waterline Disinfecting, Testing and Flushing** - Includes all costs associated with waterline disinfecting, flushing, bacteriological testing twice, pressure and leak testing. Include the cost of procurement, shipping, handling, labor, tools and equipment necessary to Conduct disinfectant operations on pipeline installations and final connections; Installation and removal of temporary caps, vents, and testing risers, pumps and gauges to enable pressure testing; Removal and legal disposal of disinfectant solution and flush water; Two consecutive passing bacteriological tests sampled and tested 16-hours apart (min.), including any re-work necessary to achieve passing test results. Include in the cost all items necessary to complete waterline disinfecting and testing operations in accordance with AWWA C605 and C651, latest
edition, specification, project drawings, notes and details, and CDPHE Chlorine Solution disposal regulations.

Note: test pressure to be 235 psi.

Measurement will be per entire water service or hydrant line as determined by the City’s project manager.

Payment will be made on a per item basis.

**Item No. 19. – Fire Hydrant Removal and Disposal** - Includes all costs associated with the removal and legal disposal of an existing fire hydrant. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for Excavation including any necessary water removal; Disconnecting entire fire hydrant at pipeline connection; Removal of adjacent valve box with cover; Backfill excavations necessary for removal of hydrant and valve box including compaction to 90% standard proctor max. density. Note: Hydrant should be considered scrape metal, valve box may be suitable for salvage and reuse upon inspection. Include all items necessary to perform this item in accordance with the City of Durango Standard Specifications, project plans, notes and details.

Measurement will be completion of entire item as determined by the City’s Project Manager.

Payment will be on a lump sum basis.

**Item No. 20. – Concrete Curb and Gutter Removal and Replacement** – Includes all costs associated with careful removal of curb and gutter section as necessary for waterline installations, followed by installation of concrete curb and gutter matching style, dimensions and straight-graded drainage slope of removed sections using CDOT Class D concrete. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for Saw cutting of existing concrete curb and gutter sections at nearest joints beyond limits of excavation; Legal disposal of demolished concrete; Adjust and surface compact base-course grade; Concrete forming, placement, finishing, jointing, curing, stripping of forms and final clean-up. Note: trench backfill below curb and gutter sections to be replaced shall be compacted CDOT Class 6 Aggregate Base Course, compacted to 95% Modified Proctor max. density. Include all costs for curb and gutter replacement in accordance with the City of Durango Standard Specifications, project plans, notes and details.

Measurement will be Linear Feet of curb and gutter replacement as indicated on the project drawings and determined by the City’s Project Manager.
Payment will be on a linear foot basis.

**Item No. 21. – Concrete Valley Gutter Replacement** – Includes all costs associated with careful removal of valley gutter section indicated on the plans for replacement, inspection of base materials for stability, followed by determined remediation and or installation of concrete valley gutter matching style and dimensions of removed sections, straight-graded end to end using CDOT Class D concrete. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for Saw cutting of existing concrete gutter sections at nearest joints beyond failed sections; Legal disposal of demolished concrete; Inspection of base materials for suitable stability to construct pavement upon, or recommendation of remediations, by a Geotechnical Engineer with Colorado PE license (Note: Basecourse Reconstruction Contingency is paid as separate item); Scarify, condition, compact and test top 6-inches of existing 1-inch-minus Aggregate Base Course, compacted to 95% Modified Proctor Maximum Density; Concrete forming, placement, testing, finishing, jointing, curing, stripping of forms and final clean-up. Include all costs for valley gutter replacement in accordance with the City of Durango Standard Specifications, project plans, notes and details.

Measurement will be Linear Feet of replaced valley gutter as measured by the City’s Project Manager.
Payments will be on a linear foot basis.

**Item No. 22 – Basecourse Reconstruction Contingency Item** - Includes all costs associated with removal and replacement of gravel materials below asphalt and concrete surfacing, including base, sub-base, and native subgrade conditioning, all as a contingency item based on findings from Valley Gutter Replacement Item to be determined upon investigation of existing conditions. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for Excavation, removal and legal disposal of unsatisfactory base materials; Determination of Modified Proctor Moisture/Density Curve on imported base materials (requires Geotechnical laboratory overseen by Colorado registered Professional Engineer); Scarify, condition and compact existing sub-grade; Place, compact and test Class 2 and Class 6 Aggregate Base Course materials, Compact to 95% Modified Proctor Max. Density; Perform quality control density testing for every 50 tons, or fraction thereof, on compacted gravel material; Correct all deficiencies in compaction or inadequate performing material. Include all costs for gravel placement and compaction in accordance with City of Durango Standard Specifications, project plans, notes and details.

Measurement will be based on Cubic-Yards of gravel compacted into place as determined by the City’s project manager.

Payment will be on a Cubic Yard basis.

**Item No. 23 – Water Main Trench Flow-Fill Backfill Upgrade** – Includes all additional costs
associated with backfilling waterline trenches with flowable-fill in lieu of compacting Class 6 Gravel material as trench backfill above pipe bedding and shading at locations designated on project plans. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary for Forming or bulk-head installation and removal to contain flow-fill; Placement of flow-fill, including curing and protective measures. Include all costs for flow-fill placement in accordance with CDOT Standard Road and Bridge Specifications for Structural backfill (Flow-Fill). Subtract all unit price costs for Class 6 Gravel backfill operations. Measurement will be linear feet of waterline backfilled with Flow-Fill instead of gravel as measured by the City’s Project Manager. Payment will be on a linear-foot basis.

**Item No. 24. – 2.5” Thick Hot Mix Asphalt Patch** – Includes all costs associated with the placement of multiple lifts up to 2.5” thick, compacted thickness, PG 58-28, Grade SX, Hot Mix Asphalt (HMA) trench patch matching grade of surrounding pavement and ¼-inch above lip of gutter. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary saw cutting the existing asphalt as needed for a clean straight edge; Removal of temporary backfill, if used, to establish base course grade; Surface compacting the resultant base material; Application of tack coat on cut faces; Placement compaction and testing of HMA lifts; Construction clean. Include all costs for asphalt trench patching necessary to complete the placement in accordance with the City of Durango Standard Specifications, project plans notes and details. Measurement will be square yards of asphalt pavement patched multiplied by the number of 2.5” maximum thickness lifts required to match existing pavement as determined/directed by the City’s Project Manager. Payments will be on a square yard basis.

**Item No. 25. – Landscape Restoration** - Includes all costs associated with salvage of all shrubbery and salvage or replacement of sod grass within the footprint of trenching operations, followed by replanting shrubs and resetting sod upon backfilling of trench. Include the cost of procurement, shipping, handling, labor, materials, tools and equipment necessary to: Remove established shrubbery by excavating entire root system of each shrub in one scoop of a suitably sized hoe bucket, set shrub aside, maintain moist soil condition until replanting; Replant shrubbery in similar location upon completion of trenching operation; Cut and peel up sod in straight and square manner, set it aside, maintain sod moisture until replanting; Reset salvaged sod in good health, or import new sod, set to match surrounding grade at restored trench areas. Include all costs to salvage and restore or replace landscape using current horticulture standards. Measurement will be linear feet of pipeline trench crossing landscaped areas as determined by the City’s project manager. Payment will be on a Linear Foot basis.
**Item No. 26– Concrete Washout Structure** – Includes all costs associated with constructing and maintaining a single dedicated concrete washout as shown in the plans for the duration of ready mix delivered concrete operations on the project. Include the cost of procurement, shipping, handling, labor, materials, tools, equipment necessary to implement, maintain, provide signage, dispose waste material clean up and restore location of Concrete Washout Structure should be included in this item. Note: a suitably sized container may be substituted for collection of excess concrete and concrete equipment wash-out. Include all costs for installation and maintenance of a concrete washout in accordance with the project drawings, notes and details, and the Colorado Department of Transportation, Erosion Control and Stormwater Quality Field Guild.

Measurement will be duration item is necessary as determined by the City’s project manager.

Payment will be on a lump sum basis.

**Item No. 27. – Material Containment and Pollution Control** – Includes all costs associated with preparation, implementation, maintenance and final removal of Stormwater Management and Pollution Control devices including Stockpile Protection and Curb Sock installation as necessary to contain loose materials from being washed away from work zones and staging/storage areas. Include the cost of procurement, shipping, handling, labor, materials, tools, and equipment necessary to install, maintain, and remove gravel bags at locations to prevent excavated materials from, or backfill materials for, trenching operations from being washed away by water, or tracked by vehicles from active work zones; Install gravel bags surrounding any stockpiled material with potential to be washed away by water; Spray water on all material with potential to create dust; Sweep and containing any uncontained loose material; Immediate removal and cleanup of any material from the project that could potentially be tracked off-site by vehicles; Containment and legal disposal of all captured fugitive material; General maintenance of site tidiness from construction activities, all regardless of current weather or forecasts, should be included in this item. Include all items necessary to meet Colorado Department of Transportation Erosion Control and Stormwater Quality Field Guide, City of Durango Standard Specifications, project drawings notes and details.

Measurement will be on a lump sum based on percent of project completion as determined by the City’s project manager.

Payment will be on a lump sum basis.

**III. Responsibility of the Contractor** - Addition to the Standard Form of Agreement, Part 20 - Miscellaneous Provisions:
The contractor will be responsible for the location and protection of existing utilities, and restoring any damaged existing improvements or landscaping, in City, County or State right-of-ways, and commercial properties to its original condition prior to the start of construction.
IV. Payment to the Contractor - Additions to Standard Form of Agreement, Part 2 – Contract Sum:

Payments will be made once each month as work progresses. Said payments will be based upon pay requests from the Contractor to the Project Manager of the value of the work performed and the materials placed in accordance with the Contract Documents and for materials delivered. The Project Manager shall confirm the pay requests based on independent estimates. The Contracting Agency will deduct retainage from the partial payments in the amounts specified to protect the Contracting Agency and will retain this money until after completion of the entire Contract.

Partial payments for mobilization will be made as follows:

1. When 10 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization may be paid.

2. When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization may be paid.

The Contractor shall submit a complete and signed progress payment estimate delivered to the Project Manager on the 20th of each month. The estimate shall cover all work performed during the preceding month and shall be supported by such data as the Project Manager may reasonably require. Materials and equipment delivered and suitably stored at or near the site, but not incorporated in the Work, may be included in an estimate; provided, however, the Contractor shall include supportive data establishing title in the name of the Contracting Agency.

The Project Manager shall approve or disapprove payment of the estimate within ten (10) days. Written disapproval of the payment shall be delivered to the Contractor and shall include reasons for the disapproval.

The Contracting Agency shall pay the Contractor each approved progress payment within ten (10) days of the date of the approval of the estimate by the Project Manager. The progress payment shall be the amount of the approved estimate less retainage as set forth above.

The Project Manager shall issue a certificate attached to the final payment request stating the Work has been completed by the Contractor and accepted by the City under the conditions of the Contract Documents. Upon publication of Notice of Final Settlement, it shall be the responsibility of the Contractor to prepare and submit to the Project Manager a written request for the release of the retainage withheld.

The contractor is hereby advised of Colorado Statue (HB 91-1150) Section (2) which requires that, under certain conditions, "the Contractor shall make payments to each of his subcontractors of any amounts actually received which were included in the Contractor's request for payment to the public entity for such contracts. The Contractor shall make payment from the public entity ...."
V. **Notice to Contractor**

Vendors are encouraged to provide bids on products with recycled content or which meet criteria for environmentally preferable products wherever such products meet the performance criteria specified in bid documents. The City may accept a bid which is not the lowest bid if (1) the lowest bid includes a non-recycled product and (2) a recycled content product meets the performance criteria specified, or (3) a bid other than the lowest bid meets the criteria for environmentally preferable products or services, or (4) a cost analysis conducted over the life and disposal of the product reveals lower total costs than are reflected in short-term analysis.

The Contractor is responsible for the location, both horizontally and vertically, of all existing utilities and the maintenance and protection of said utilities.

The Contractor shall protect all adjacent work and property such as structures, sidewalks, curbs, fences, trees, hedges, landscaping, etc., from damage resulting from its operations. Should Contractor find it necessary to remove or trim, etc., any existing tree, hedge, etc., Contractor shall secure all permits and approvals and pay any and all costs arising therefrom.

The Contractor shall follow all Local, State, and Federal regulations regarding the safety of the project and its work force.

The contractor is responsible for implementing and maintaining all traffic control for this project. Any revisions to the traffic control plans must be approved by the City Traffic Engineer prior to the implementation of revised plans.

The entire Bid Schedule, including any Bid Alternate Items must be complete and submitted with the bid. The City reserves the right to eliminate any or all portions of work in their entirety.