

**La Plata Archuleta Water District  
Phase 2C Water Distribution System Project  
Bid and Contract Documents:**

**Addendum No. 1**

March 1, 2024

**This Addendum of the LAPLAWD Phase 2C Water Distribution System Project is hereby issued as follows:**

1. Please replace the following pages of the Contract Documents with the attached pages:
  - a. Table of Contents – revisions to correct the page numbering.
  - b. Pages 1 & 2, the Bid Form – revises the Bid Submittal Date to April 2, 2024, the Pre-bid meeting to March 12, 2024 and the time for substantial completion to 210 days.
  - c. Page 7, Agreement – Revises commencement and completion of Performance from April 1, 2024 and October 31, 2024 to May 1, 2024 and November 30, 2024, respectively.

End

# CONTRACT DOCUMENTS

## TABLE OF CONTENTS

**This table of contents and attachments & exhibits constitutes the Contract Documents.**

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**Exhibit A**: Plans

**Exhibit B**: Standard details

**Standard District Specifications for Water Line Construction and Plans are Available on District  
web site: [laplawd.colorado.gov](http://laplawd.colorado.gov)**

**LA PLATA ARCHULETA WATER DISTRICT**  
BID FORM FOR CONSTRUCTION OF

**PHASE 2C WATER PIPELINE**

**Project**

The Phase 2C Water Pipeline (The Project, Work) consists of approximately 16,630 horizontal feet of 8-inch diameter C-900 PVC pipe (1,610 ft of DR 14 and 14,720 ft of DR18), a pressure reducing valve, and associated fittings and appurtenances. The Project pipeline will be installed within La Plata County rights-of-way (ROW) and dedicated utility easements on private land adjacent to the County Road (CR) 509 and 509A ROW. The pipeline is located in La Plata County, south of Bayfield, starting on CR 509 from the intersection with CR 510, running south to the intersection of CR 509A, and then west to the intersection with Highway 172. The Project pipe length above also includes a short spur (approx. 335') of 8-inch DR14 C-900 PVC running east on CR 520.

**Bid Submitted to:**

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

Questions and communication concerning this Bid shall be addressed to:

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

**Bids shall be submitted by 10:00 a.m., Tuesday April 2, 2024**

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted, to enter into an Agreement with the La Plata Archuleta Water District (aka District or OWNER), in the form included in the Contract Documents, to complete all Work as specified or indicated in the Contract Documents for the Contract Price in accordance with the Contract Documents.
2. Bidder accepts all the inclusive artifacts, terms and conditions of the Contract Documents.
3. The Bid will remain open for 45 days after the day of Bid opening.
4. Bidder will sign the Contract and develop a Contract Work Schedule with the District as required in the Notice of Award.
5. This project is within several private easements as well as La Plata County ROW, the pipeline will be terminated just short of the CDOT ROW. Bidder is aware of the requirements of La Plata County (LPC) for construction projects and activities which may occur within Right-of-Ways and will obtain the appropriate Utility Corridor and Other Permits, as needed, from LPC prior to the start of The Work.
6. In submitting the Bid, the Bidder represents that:

- a) Bidder has examined copies of all Contract Documents, including all attachments, amendments, addendum, exhibits and any other pertinent Contract documents.
- b) Bidder has examined the site and locality where the Work is to be performed.
- c) Bidder has attended the pre-Bid meeting at 10:00 a.m. on Tuesday March 12, 2024 at the LAPLAWD office in Ignacio, Colorado.

7. Bidder hereby proposes to furnish all: labor (including specialized skills, trades, and professional services); bonding and insurance; mobilization; necessary safety materials, processes, procedures, and control; materials; tools, supplies; equipment; plant; transportation; services; traffic control; documentation and as-builts, site cleanup and reparations, and all other items necessary for the completion of the Work and to pay all taxes, patent costs, delivery and storage costs, and fees for the following cost:

UNIT COST-based Contract PRICE:

\$ \_\_\_\_\_ dollars  
(words)

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

8. Bidder commits that the Work shall be substantially completed no later than 210 days after Notice to proceed (NTP).

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

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

SUBMITTED ON \_\_\_\_\_

By: \_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_  
(Authorized Signature)

# AGREEMENT

This Agreement is made as of this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2024, between the La Plata Archuleta Water District, a quasi-municipal corporation and political subdivision of the State of Colorado located in the County of La Plata (“District” or “Owner”) with a mailing address of P.O. Box 1377, Ignacio, Colorado 81137, and \_\_\_\_\_, a \_\_\_\_\_ Corporation, with a mailing address of \_\_\_\_\_ (“Contractor” and together with District, the “Parties” or either of the Parties, a “Party”).

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

- 1. Scope of Work.** Contractor shall perform all work and provide all materials in accordance with the Contract Documents identified for the Phase 2C Project that consists of approximately 16,630 linear feet of 8-inch diameter DR18 C-900 pipe and all associated: appurtenances, valves and fittings; excavation, protection, backfill, and cover, directional drilling, boring and casing; furnishing all construction management, labor, equipment, and materials; safety materials, procedures and controls - including trench safety and traffic control; and specialized services (all generally referred to as “The Project” or “Work”), and shall complete The Project, including any additional work authorized pursuant to Section 17, in accordance with the terms of this Agreement and the Contract Documents.
- 2. Contract Price.** Owner shall pay Contractor for the performance of work and completion of The Project the total price of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_)** (“Contract Price”), subject to certain adjustments as herein provided, in accordance with the Bid submitted by Contractor. The Contract Price has been appropriated by Owner for The Project. The Contract Price may be adjusted: (i) for changes in the Contract Documents or for extensions of time to complete performance, if approved by Owner and Contractor as specified in Section 17(a); (ii) for any additional work authorized pursuant to Section 17(b); and (iii) for certain changes in quantities, as reflected in the attached Bid Schedule - “Itemized Material and Task List”.
- 3. Commencement and Completion of Performance.** Contractor shall commence performance within ten (10) days after receipt of written Notice to Proceed, which is expected to be given on or before May 1, 2024 and shall diligently prosecute all work through completion. Unless an extension of time is granted by Owner as hereinafter set forth, Contractor shall substantially complete the Project no later than November 30, 2024. If Contractor does not substantially complete performance within such time period, Contractor shall be responsible for all special costs and damages incurred by Owner due to late performance. In addition, if Contractor does not finally complete performance within such time period, Owner shall be compensated by Contractor at the rate of \$1,000 per day for ordinary and general damages and inconvenience (exclusive of any special damages such as, by way of example and not limitation, any liabilities to third parties). Owner and Contractor intend to liquidate such general damages in advance and agree such sum is not and shall not be considered a penalty and is a reasonable measure of general damages which will be suffered by Owner as a consequence of such delay, such general damages being difficult to ascertain by precise measurement or otherwise prove.

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