PROJECT MANUAL

FOR

10 ROAD (Q ROAD TO R ROAD) 8-INCH WATERLINE REPLACEMENT PROJECT

UTE WATER CONSERVANCY DISTRICT

2190 H 1/4 Road
P.O. Box 460
Grand Junction, CO 81502

PROJECT NUMBER D01-24

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10 ROAD (Q ROAD TO R ROAD) 8-INCH WATERLINE REPLACEMENT PROJECT MANUAL

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3 & 4. Standard Specifications for Water Line Construction, Dated June 2020 – under separate cover
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PART ONE

BIDDING REQUIREMENTS

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INVITATION TO BID

The Ute Water Conservancy District will **receive sealed bids** at the Administration Office located at 2190 H 1/4 Rd, Grand Junction, Colorado 81505, **until 2:00 P.M. on Thursday, 4 April 2024** for the **10 ROAD 8-INCH WATERLINE REPLACEMENT PROJECT.** The project consists of installation of approximately 6,400 feet of 8-inch C900 PVC pipe, including installation of fire hydrants, connection to existing mains and services, and other miscellaneous work as described in the Contract Documents.

Ute Water's **Standard Specifications for Water Line Construction dated June 2020** and **General Conditions of the Contract dated January 2021** may be obtained online at our website (http://www.utewater.org/specifications) at no cost. Contract documents, which include the Project Manual and accompanying full-scale drawings, can be downloaded at (http://www.utewater.org/utewaterprojects).

A **pre-bid meeting** will be on **Thursday, 28 March at 11:00 A.M.** at the intersection of 10 and Q 3/4 Roads. Attendance at the meeting is mandatory.

Ute Water's office will stamp the date and mark the time received on all bids. Bids received after the date and time indicated on the Invitation to Bid will not be considered. The Ute Water Conservancy District is not responsible for delays occasioned by the US Postal Service or any other means of delivery employed by Bidder.

A five percent (5%) Bid Bond **will** be required, as well as a one hundred percent (100%) Performance and Payment Bonds to guarantee the faithful performance of the contract. It is required that the surety issuing such bonds have an attorney-in-fact or a principal doing business in Colorado. This information must be included on the bond statement.

The Ute Water Conservancy District reserves the right to reject any and all bids, to postpone the award for thirty (30) days, to delete certain items from the Proposal, and to award the Contract to the lowest responsible bidder.

The Ute Water Conservancy District may reject any bid not in compliance with all prescribed bidding procedures and requirements and, may reject any and all bids upon finding that it is in the District's best interest to do so.

Contractor shall be licensed as required by the State of Colorado and local governments or municipalities.

13 March 2024, 20 March 2024

UTE WATER CONSERVANCY DISTRICT
John Eklund, P.E., C.F.M.
Project Engineer
Phone: (970) 242-7491

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INFORMATION FOR BIDDERS

1. PROJECT DATA AND REQUIREMENTS

a. Project Name: **10 ROAD (Q ROAD TO R ROAD) 8-INCH WATERLINE REPLACEMENT PROJECT**

b. Project Location: **Mesa County, Colorado,**
10 Road between Q Road and R Road.

c. Project Owner: **Ute Water Conservancy District**
2190 H 1/4 Road
Grand Junction, Colorado 81505

d. Project Starting and Completion Times:

A Notice of Award will be issued to the successful bidder within ten (10) working days following the bid opening. The project must attain substantial completion by **September 13, 2024** and final completion by **September 27, 2024**. The Notice to Proceed will be issued upon coordinating the construction schedule and receipt of the required contract documents including Payment and Performance Bonds. The project must attain substantial completion within **60 Calendar Days** from the date of issuance of the Notice to Proceed.

e. Liquidated Damages: Liquidated damages shall apply against the Contractor and accrue to the Ute Water District at the rate of two hundred dollars ($200.00) per day for each and every day that the project remains uncompleted beyond the time period outlined above, unless extended in accordance with the General Conditions of the Contract, Paragraph GC-52.

f. Schedule of Prices: Work is offered in one schedule on a unit and lump sum price basis. Each Item is to be bid. No substitutions, alternate or partial bids are allowed, except as provided for by the schedule of prices or by written addenda from the Engineer.

g. Ute Water Districts Project Manager: The project coordinator on this project is -
John Eklund
Phone: (970) 242-7491

h. Statement of Bidders Qualifications: The Low Bidder may be required to submit a statement of qualifications on a form provided by the Ute Water District.

i. Retainage: To insure the proper performance of this Contract, the Ute Water District shall retain five percent (5%) of the amount of each progress payment until five percent (5%) of the contract award is retained. Thereafter, if in the opinion of Ute Water, the Contractor is making satisfactory progress in the work, no additional

amount shall be retained. The retained portion of the Contract amount shall be retained until final completion and acceptance of all work covered by this Contract.

j. Bid Bond: A Bid Bond in the amount of five percent (5%) of the bid will be required for this project.

k. Performance and Payment Bonds: Prior to execution of the Contract, the Bidder shall furnish separate bonds covering the faithful performance of the Contract, and the payment of all obligations arising there under, each in an amount equal to one hundred percent (100%) of the Contract sum. The cost of furnishing such bonds shall be included in the price proposal. The surety issuing such bonds shall be licensed to issue bonds in the State of Colorado.

l. Basis of Award: See Section 15 of the Instruction to Bidders.

m. Documents Required with Bid:

- Completed Bid Proposal (P-1 to 6), including:
  - Schedule of Prices (P-4)
  - Bidder Certification (P-5)
  - Acceptance of Bid (P-6)
- Signed Addendum(s)
- Completed Bid Bond (BB-1 and 2)
- Form 1 – Certificate of Compliance (C1-1)

INSTRUCTIONS to BIDDERS

1. DEFINED TERMS:
   Terms used in these Instructions to Bidders are defined in the General Conditions of the Contract. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS:
   2.1 Complete sets of the Bidding Documents for the deposit sum, if any, stated in the Advertisement of Invitation may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).
   2.2 Complete sets of Bidding Documents shall be used in preparing Bids, neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
   2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:
   3.1 Before submitting a Bid, each Bidder must: (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, (c) become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.
   3.2 Reference is made to the Special Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting a Bid, each Bidder will, at its own expense make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and condition of the Contract Documents.
   3.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
   3.4 The lands, upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Conditions, or Drawings.
   3.5 The Submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

4. INTERPRETATIONS:
   All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer (or Owner's project manager) in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer (or Owner's project manager) as having received the Bidding Documents. Questions received less than five (5) calendar days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. BID SECURITY:

5.1 Bid Security shall be made payable to the Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (in form attached) issued by a Surety meeting the requirements of paragraph GC-13 of the General Conditions.

5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnished the required contract Security within ten (10) calendar days of the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner for thirty (30) calendar days after the Bid opening. Bid Security of other Bidders will be returned within ten (10) calendar days of the Bid opening.

6. CONTRACT TIME:

The number of days within which, or the date by which the work is to be completed. The Contract Time will be included in the Information for Bidders and in the Agreement.

7. PREBID SUBMITTAL:

Whenever it is indicated in the Drawings or specified in the Specifications that a substitution or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, a prebid application for such acceptance must be submitted to the Engineer at least seven (7) calendar days prior to bid opening. Written replies will be issued to the requesting party. Only written replies will be binding.

8. SUBSTUTE MATERIAL AND EQUIPMENT:

The Contract if, awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications or as approved in a prebid submittal. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer. Application for such acceptance will not be considered by Engineer until after the Contractor has received a Notice to Proceed, except as set forth in paragraph 7 - Prebid Submittals. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraph GC-25 of the General Conditions which may be supplemented in the Special Conditions.

9. SUBCONTRACTORS ETC.:

9.1 If the Special Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and other Bidder so requested, will within seven (7) calendar days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principle items of material and equipment) proposed for those portions of the Work as to which such identifications is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

9.2 In Contracts where the Contract Price is on the bases of cost-of-the-work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portion of the Work with Owner's written consent.

9.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

9.4 The Contractor (Successful Bidder) must perform at least sixty percent (60) of the Contract Work with its own personnel.

10. PROPOSAL:

10.1 The Proposal is attached hereto; additional copies may be obtained from Engineer or Owner.

10.2 Proposals must be completed in ink or by typewriter. The Bid Price of each item on the form must be stated. In case of conflict between unit price and total price, unit prices will take precedence.

10.3 Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by address and state of incorporation shall be shown below the signature.

10.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed below the signature.

10.6 The Proposal shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

10.7 The address to which communications regarding the Proposal must be shown.

11. SUBMISSION OF BIDS:

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. Any bid not so submitted may be considered nonconforming by the Engineer. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12. MODIFICATION AND WTTHDRAWL OF BIDS:

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from rebidding the Work.

13. OPENING OF BIDS:

13.1 When Bids are opened publicly, they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

13.2 When Bids are opened privately, an abstract of the same information will be made available to Bidders within seven (7) calendar days after the Bid opening.

14. BIDS TO REMAIN OPEN:

All Bids shall remain open for thirty (30) calendar days after the day of the Bid opening, but Owner

may in his sole discretion release any Bid and return the Bid Security prior to that date.

15. AWARD OF CONTRACT:

15.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder. The Owner reserves the right to disregard all nonconforming nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between unit prices and total price will be resolved in favor of the unit price.

15.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

15.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Special Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

15.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

15.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

15.6 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

15.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) calendar days after the day of the Bid opening.

16. PERFORMANCE AND OTHER BONDS:

16.1 Paragraph GC-13 of the General Conditions and the Special Conditions set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed agreement to Owner, it shall be accompanied by the required Contract Security.

16.2 Prior to execution of the Contract, the Bidder shall furnish separate bonds covering the faithful performance of the Contract and the payment of all obligations arising there under, each in an amount equal to one hundred percent (100%) of the Contract sum. The cost of the furnishing of such bonds shall be included in the Bid. The surety issuing such bonds shall be licensed to issue bonds in the State in which the work occurs.

17. SIGNING OF AGREEMENT:

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) calendar days thereafter, Contractor shall sign and deliver at least two (2) counterparts of the Agreement to Owner with all other Contract Documents attached. Within twenty (20) calendar days thereafter, Owner will deliver at least one (1) fully signed counterpart to Contractor.

PROPOSAL

Ute Water Conservancy District
2190 H 1/4 Road
P.O. Box 460
Grand Junction, Colorado 81502

TO ALL BIDDERS:

The Bidding Documents include the proposed Contract Documents, consisting of the Invitation to Bid, Information for Bidders, Instructions to Bidders, this Proposal including bid forms, other sample bidding and contract forms, the proposed Contract of Agreement between the Ute Water Conservancy District and Contractor, Supplemental Specifications, Supplemental General Conditions, Standard Specifications for Water Line Construction, dated February 2005 (which consists of Conditions of Contract (General and other conditions) and Technical Specifications), Full Size Drawings, and all addenda issued prior to the opening of the Bids.

The undersigned declares that this Proposal is in all respects fair and without fraud and that it is made without collusion with any representative of the Owner.

THE BIDDER, BY MAKING A BID, REPRESENTS THAT:

1. The Bidder has examined and understands the Bidding Documents and the Bid is made in accordance therewith.

2. The Bidder has personally visited the site, become familiar with local conditions under which the proposed work is to be performed, has determined the extent, character and location of the proposed work, the nature and type of excavation to be done, the location and condition of existing streets and roadways giving access to the site of the work, the topography of the site of the work, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

3. The Bidder is satisfied that the conditions of the work and materials as included herein is brief and is intended to identify the said quantities with the detailed requirements of the proposed Contract Documents.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:

1. The Bidder shall carefully study and compare the Bidding Documents and shall examine the site and local conditions, and shall at once report to the Engineer errors, inconsistencies or ambiguities discovered.

2. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Engineer a minimum of five (5) days prior to the date for receipt of Bids.

THE BID:

The Bidder does hereby propose to furnish all pipe materials including valves (unless indicated to be Owner supplied), fittings, fire hydrants, bolts, gaskets, saddles, polyethylene encasing or wrapping materials, and all temporary water lines for water service; all required backfill material, traffic control, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project entitled:

10 ROAD (Q ROAD TO R ROAD) 8-INCH WATERLINE REPLACEMENT PROJECT

and all specified work appurtenant thereto including pressure testing and disinfection, and in connection with this project for the Owner within the time limit specified, and in accordance with the drawings, specifications and contract change order documents for the sums set forth in the following schedule of prices.

The Owner will furnish all the required compaction testing. Contractor must contact Geotechnical Engineering firm at least 48 hours in advance of starting work. Owner will provide name of Geotechnical Engineering firm.

10 ROAD 8-INCH WATERLINE REPLACEMENT PROJECT (Q RD TO R RD) SCHEDULE OF PRICES

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization, Bonds, Permits, Insurance	LS	1		
2	Pipeline Trench Excavation and Backfill (Trench Detail, Sheet 17)				
	a. Class I (asphalt roads and driveways)	LF	6,000		
	b. Class II (gravel drives and shoulders)	LF	400		
3*	Select Backfill Material as Directed by Engineer - Includes Removal and Disposal of Unsuitable Material from Required Excavation.				
	a. Type A Material (aggregate base course)	Ton	250	$26.00	$6,500.00
	b. Type E Material (approved pit run)	Ton	500	$21.50	$10,750.00
	c. 1 ½" Screened Rock	Ton	250	$27.00	$6,750.00
4	Pipeline Trench Surface Restoration (Trench Detail, Sheet 17)				
	a. Asphalt Pavement (4-inch thickness) (Includes striping per Mesa County Specifications)	Ton	670		
	b. Asphalt Pavement Mill & Overlay (Includes striping per Mesa County Specifications)	Ton	150		
	c. Class C (gravel shoulders and driveways)	LF	425		
5	Pipeline and Fittings, in place - Includes all pipe, valves, fittings and appurtenances. DI Fittings and accessories shall be **DOMESTIC**.				
	8-inch C900 DR-18 PVC Pipe	LF	6,300		
6	Meter Service Connections - Includes all material, labor, and equipment necessary to relocate and connect to either existing water meter service lines or new water meter yokes. Includes surface restoration.				
	b. 5/8" service line (near side)	EA	9		
	c. 5/8" service line (far side)	EA	13		
7	New Fire Hydrant Installation- Includes trench excavation, backfill (Class I), surface restoration (asphalt), new hydrant, pipe, valve, fittings, and restraints. DI Fittings and accessories shall be **DOMESTIC**. (STA 12+36, 28+04, 63+00), (Detail B, Sheet 17), (Lower Valley Fire District Hydrant including Storz Nozzle)	EA	4		
9	Traffic Control - Adder for Flaggers as required for a portion of this work to manage one-way traffic as needed.	Day	15		
10	Potholing as Directed by the Engineer - Includes all equipment and labor for subsurface investigation.	HR	20		
			Total		

* Item 3 (Engineer Directed Backfill) will be paid at the unit price listed in the Schedule of Prices.

This Bid was prepared for the below listed Contractor.

CONTRACTOR_____

Name:_____ Title:_____

Signature_____ Date:_____

The undersigned Bidder agrees that, if awarded the Contract, it will commence work immediately upon receipt of written Notice to Proceed and that it will complete the work within the specified number of days set forth in the Information for Bidders.

BIDDER CERTIFICATION:

The undersigned Bidder certifies that:

(a) The Bidder has examined the site of the work;

(b) The Bidder understands the manner of payment for the cost of the project;

(c) All work to be in compliance with Ute Water Conservancy Districts Standard Specifications;

(d) The Bidder has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: No. _____ to No. _____, inclusive.

Plan Revision Sheets: Nos. _____

Plan Addition Sheets: Nos. _____

The undersigned Bidder certifies that it is licensed as required by the State of Colorado and local governments or municipalities.

ACCEPTANCE OF BID (AWARD):

The undersigned Bidder agrees that on written acceptances of this bid, it will immediately execute a formal contract agreement with the Ute Water Conservancy District in the form attached hereto, and that if it will provide an acceptable Performance and Payment Bond.

It is the intent of the Ute Water Conservancy District to award the Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Ute Water Conservancy District shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the District's judgment, is in the District's best interests.

In submitting this Bid, it is understood the Ute Water Conservancy District reserves the right to reject any and all Bids, to adjust the scope of the work within reasonable limits, and to postpone award for a reasonable time.

Dated on this _____ day of_____, 2024

Name of Firm:

_____

Address:

_____

Signature: _____

Title: _____

Telephone No.: _____

IRS ID No. _____

FAX No.: _____

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BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, _____ _____ _____(_____ an individual, _____ a partnership, _____ a corporation) incorporated in the State of _____ as Principal, and _____ (incorporated in the State of _____), as Surety, are held and firmly bound unto the Ute Water Conservancy District (hereinafter called "District") in the penal sum of _____ dollars ($_____), lawful money of the United states, for the payment which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

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WHEREAS, the District has required as a condition for receiving said Bid that the Principal deposit with the District either a certified check equivalent to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid bond for said amount conditioned that in event of failure to execute the proposed Contract for such construction and the required Performance and Payment Bonds if the Contract be awarded to the Bidder, that said sum be paid immediately to the District as Liquidated Damages and not as a penalty for the Principal's failure to perform.

NOW, THEREFORE, if the principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the District in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the District, for the faithful performance and the proper fulfillment of said Contract, specified, or upon the payment to the District of the sum determined upon herein as Liquidated Damages, and not as a penalty in event the Principal fails to enter into said Contract and give Performance and Payment Bonds within the time specified, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Signed and sealed this ____ day of _____, 2024

Principal:_____

Signed:_____ (seal)

Title:_____

Surety: _____

Signed:_____ (seal)

Title:_____

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full Legal name and residence of each individual party to the bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.
3. The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power-of attorney for the Surety's agent.

STATEMENT OF BIDDERS QUALIFICATIONS
(Low Bidder May Be Required To Submit)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information if desired.

1. Name of Bidder: _____

2. Permanent main office address: _____
_____

3. When organized:
_____

4. If a corporation, where incorporated: _____

5. How many years have you been engaged in the contracting business under your present firm or trade name?
_____

6. Have you ever failed to complete any contract awarded to you?
[ ] Yes [ ] No If so, why?
_____
_____
_____

7. Have you ever defaulted on a contract? [ ] Yes [ ] No
If so, why?
_____
_____
_____
_____

8. General character of projects performed by your company:

_____
_____
_____
_____
_____

9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

_____
_____
_____
_____

10. List significant projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

_____
_____
_____

11. List construction projects completed by your company which are similar in nature to this project:

_____
_____
_____
_____
_____

12. List major equipment proposed for use in performing the Work. Identify whether equipment is currently owned, or would be purchased or rented by the Bidder.

_____
_____
_____
_____

13. Provide background and experience of the principal members of your organization, including the officers:

_____
_____
_____
_____

14. Credit available: $_____

15. Give bank reference:

_____
_____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Ute District? [ ] Yes [ ] No

17. Provide a list of at least five references:

Project Title:_____
Contract Agency: _____
Person in Charge: _____
Position Title: _____
Phone No.: _____
Address:_____
_____
$ Amt. for Bidder's Portion of Work:_____

Project Title:_____
Contract Agency: _____
Person in Charge: _____
Position Title: _____
Phone No.: _____
Address:_____
_____
$ Amt. for Bidder's Portion of Work:_____

Project Title:_____
Contract Agency: _____
Person in Charge: _____
Position Title: _____
Phone No.: _____
Address:_____
_____
$ Amt. for Bidder's Portion of Work:_____
Project Title:_____
Contract Agency: _____
Person in Charge: _____

Position Title: _____
Phone No.: _____
Address:_____
_____
$ Amt. for Bidder's Portion of Work:_____

18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Ute Water District to verify statements provided in this Statement or Bidder's Qualifications. Dated at _____ this _____ day of _____, 20_____

_____
(Name of Bidder)

By:_____

Title:_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

_____ being duly sworn deposes and says that he or she is _____ of_____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____, 20_____.

_____
(Notary Public)

My commission expires _____20_____

PART 2

CONTRACT FORMS

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AGREEMENT

THIS AGREEMENT, dated the ____day of _____by and between **UTE WATER CONSERVANCY DISTRICT,** (hereinafter called **District**) and _____ (hereinafter called **Contractor**).

DISTRICT and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Proposal.

The DISTRICT hereby agrees to furnish the services of a qualified soils testing firm for monitoring the compaction requirements as described in the Specifications for the Work.

The CONTRACTOR hereby agrees to furnish all pipe materials, except those specifically indicated to be provided by Owner, including all fittings, valves, valve boxes, fire hydrant assemblies and service connection assemblies and shall also furnish labor, equipment, pipe bedding, pipe zone and pipe trench backfill materials, temporary service lines and all surface restoration materials including replacement of asphalt concrete, damaged or relocated structures, fences, signs or utilities, maintenance of temporary AC pavement cold patching until hot mixed AC pavement is available, if that becomes necessary, and shall furnish the required traffic control and be responsible for all required utility locates and to perform all Work shown on the drawings and described in the specifications for the project entitled:

10 ROAD (Q ROAD TO R ROAD) 8-INCH WATERLINE REPLACEMENT PROJECT

The Work under this Contract shall include those items named on the Proposal Sheet attached to this agreement and shall be in accordance with the requirements and provisions of the Contract Document as defined in the General Conditions of the Contract, which Contract Documents are enclosed herewith, and are hereby made a part of this Agreement.

The CONTRACTOR also agrees to comply with all applicable state laws, municipal ordinances, standard specifications, and rules and regulations of all authorities having jurisdiction over the construction.

ARTICLE 2 - CONTRACT TIMES

2.1 A Notice of Award will be issued to the successful bidder within ten working days following the bid opening. The Notice to Proceed will be issued upon coordinating the construction schedule and receipt of the required contract documents including performance and payment bonds.

2.2 The Contractor must substantially complete the work (successfully disinfected and pressure tested) within **60 Calendar Days** from the date of issuance of Notice to Proceed and not later than **September 13, 2024**. Final completion (complete all restoration activities including asphalt and concrete work) shall be accomplished within 14 days following receipt of Substantial Completion and not later than **September 27, 2024.**

2.3 **Liquidated Damages.** DISTRICT and CONTRACTOR recognize that time is of the essence of this Agreement and that DISTRICT will suffer financial loss if the Work is not

completed within the times specified in paragraph 2.2 above, plus any extensions therefore allowed. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the DISTRICT if the Work is not completed on time. Accordingly, instead of requiring such proof, the DISTRICT and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay DISTRICT **TWO HUNDRED dollars and no cents ($200.00)** for each and every day that expires after the time specified in paragraph 2.2 for Substantial Completion until Work is substantially complete.

In addition to the liquidated damages above, the CONTRACTOR shall reimburse the ENGINEER for the cost incurred for inspection and project management services required beyond the set time limit. If CONTRACTOR fails to reimburse the ENGINEER directly, the cost will be deducted from the CONTRACTOR'S final pay request by the DISTRICT.

ARTICLE 3 - CONTRACT PRICE

DISTRICT shall pay CONTRACTOR for completion of the Work in accordance with the Contract and amount in current funds, the total amounts determined by the lump sum and unit prices listed in the Proposal. Based on the estimated quantities and the stated unit prices, the total Contract price is _____dollars and _____ cents **($_____).**

Progress payments shall be made in accordance with Article XI- MEASUREMENT PAYMENT AND ACCEPTANCE of the General Conditions of the Contract. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER and or DISTRICT as provided in the General Conditions. Partial payments shall not be regarded as final acceptance of any portion of the Work.

ARTICLE 4 - CONTRACTOR'S REPRESENTATIONS

In order to induce the DISTRICT to enter into this Agreement, CONTRACTOR makes the following representations:

4.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data".

4.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general local and site conditions that may affect cost, progress, performance or furnishing of the Work.

4.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may effect cost, progress, performance and furnishing of the Work.

4.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface at or contiguous to the site which have been identified in the Contract Documents. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR'S purpose. CONTRACTOR acknowledges the DISTRICT and or ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods , techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the other terms and conditions of the Contract Documents.

4.5 CONTRACTOR is aware of the general nature of work to be performed by the DISTRICT and others at the site that relates to the Work as indicated in the Contract Documents.

4.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits of the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

4.7 CONTRACTOR has given ENGINEER and or DISTRICT written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by the ENGINEER and or DISTRICT is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the DISTRICT and CONTRACTOR, are attached to this Agreement, made a part hereof, and consist of the following: Invitation to Bid, Information for Bidders, Instruction to Bidders, Proposal, Bid Bond, this Agreement, Performance Bond, Payment Bond, Addenda No.___ through ___, Notice of Award, Notice to Proceed, Supplemental General Conditions, **Standard Specifications for Water Line Construction, dated June 2020,** (which consists of the Conditions of the Contract (General and other Conditions) and Technical Specifications), and Full Size Construction Drawings.

ARTICLE 6 - MISCELLANEOUS

6.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

6.2 DISTRICT and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives in respects to all covenants, agreements and obligations contained in the Contract Documents.

6.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provision shall continue to be valid and binding upon the DISTRICT and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.4 This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed or caused to be executed by their duly authorized representatives, this agreement in Two (2) copies, each of which shall be deemed an original. One counterpart each has been delivered to DISTRICT and CONTRACTOR.

(DISTRICT) UTE WATER CONSERVANCY DISTRICT

Name: _____ Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Address for giving notices:

Ute Water Conservancy District
2190 H ¼ Road, P.O. Box 460
Grand Junction, Colorado 81502

(CONTRACTOR)

_____

Name: _____ Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Address for giving notices:

_____

_____

_____

_____

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PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name:	Description *(name and location)*:
Mailing address *(principal place of business)*:	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

      5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

      5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

Contractor	**Surety**
Name: Address *(principal place of business)*:	Name: Address *(principal place of business)*:
Owner	**Contract**
Name: Mailing address *(principal place of business)*:	Description *(name and location)*: Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

        16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

        16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

        16.1.7. The total amount of previous payments received by the Claimant; and

        16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

    16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

    16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows:

UTE WATER CONSERVANCY DISTRICT ("DISTRICT")
CONTRACT INSURANCE REQUIREMENTS

1. The Contractor agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor as required below. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations 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. Contractor shall not start work under this Contract until such insurance coverage has been obtained and approved in writing by the District.

2. Occurrence basis insurance policies are required except when not available. All policies shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Contractor to maintain continuous coverage equivalent to the applicable statute of repose.

3. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Ute Water Conservancy District. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the District grants specific approval for an exception.

4. Every required policy except the Workers' Compensation, Employer Liability and Professional Liability shall be endorsed to include the Ute Water Conservancy District and the Ute Water Conservancy District's officers, directors, and employees as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

5. Every required policy except the Professional Liability shall be endorsed to include a Waiver of Subrogation.

6. Every required policy shall be endorsed to be the primary insurance, and any insurance carried by the District, its officers, directors, or employees shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any required policy.

7. All insurance policies required hereunder shall be endorsed to include a written thirty (30) day notification of cancellation. In that notice the District will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

8. Contractor shall furnish certificates of insurance for itself and its subcontractors which verify the required endorsements, coverage and policy limits are in full force and effect. The District reserves the right to request and receive, at any time(s), a certified copy of any policy and any endorsement thereto.

9. The insurance obligations under this Contract shall be all the insurance coverage and/or limits carried by or available to the Contractor or the minimum insurance coverage required below, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required below shall be available to the District. No representation is made that the minimum requirements below are sufficient to cover the obligations of the Contractor under this Contract.

10. 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 this Contract upon which the District may immediately terminate this Contract or, at its discretion, the Ute Water Conservancy District 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 moneys so paid by the District shall be repaid by the Contractor or deducted from moneys due to Contractor.

11. Nothing herein shall be deemed or construed as a waiver of any of the protections, rights, immunities or monetary limitations to which the District, its officers, directors, and employees shall be entitled pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended.

12. Contractor shall procure and continuously maintain and shall cause any subcontractor to procure and continuously maintain the minimum insurance coverages listed below which have been marked with an "X" are required of Contractor as a condition of this Contract. Contractor's initial, placed by the corresponding "X", shall acknowledge the Contractor's and all subcontractors' compliance in meeting the specific insurance requirement(s).

Your Initial	X (if applicable)	
_____	X	COMPREHENSIVE AUTOMOBILE LIABILITY insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION ($1,000,000) combined single limit per accident.
_____	X	WORKERS' COMPENSATION PART 1 as required by the Colorado Workers' Compensation Act and EMPLOYER'S LIABILITY with minimum limits of $500,000 for bodily injury by accident for each accident, $500,000 for bodily injury by disease for each employee and $500,000 for bodily injury by disease policy limit.
_____	X	COMMERCIAL GENERAL LIABILITY, "occurrence form," with minimum limits of ONE MILLION ($1,000,000) combined single limit, per occurrence for bodily injury, personal injury, and property damage and TWO MILLION ($2,000,000) in the aggregate.
_____	_____	PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION ($1,000,000)

per claim, and ONE MILLION ($1,000,000) in the aggregate. If coverage is on a claims made basis, such insurance shall continue through the term of this Contract and the Contractor shall purchase at its sole expense an extended reporting endorsement (tail coverage) or prior dates coverage from a new insurer with a retroactive date prior to this Contract or maintain continuous coverage with the original insurer. Coverage shall continue for ten years after the final completion of the Contractor's scope of work under the Contract.

_____ X EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION ($1,000,000) per occurrence/ONE MILLION ($1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

_____ _____ EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than FIVE MILLION ($5,000,000) per occurrence/FIVE MILLION ($5,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

_____ _____ EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than TEN MILLION ($10,000,000) per occurrence/TEN MILLION ($10,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

_____ _____ BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, "all risk" coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

_____ _____ RIGGER'S LIABILITY with a limit of no less than $_____.

_____ _____ CARGO LIABILITY with a limit of no less than $_____.

_____ _____ POLLUTION LEGAL LIABILITY with minimum limits of ONE MILLION ($1,000,000) per occurrence and TWO MILLION ($2,000,000) in the aggregate.

_____ _____ ASBESTOS LEGAL LIABILITY with minimum limits of ONE MILLION ($1,000,000) per occurrence and TWO MILLION ($2,000,000) in the aggregate

_____ _____ CYBER LIABILITY with minimum limits of ONE MILLION ($1,000,000) per occurrence and TWO MILLION ($2,000,000) in the aggregate.

5. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. 8-17.5-102(5).

6. If the Contractor violates any of the provisions stated above, the District may terminate the Contract for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

7. These provisions apply to all services provided by Contractor for the District under the Contract.

_____
Name of Company

_____
Signature of Company Representative

_____
Date