

**CONTRACT DOCUMENTS**  
**FOR**  
**TOWN OF ORCHARD CITY**  
**Del Ray Drive and Vaca Drive**  
**Water Main(s) Replacement**

Prepared by  
**TOWN OF ORCHARD CITY**  
**9661 2100 Road**  
**Austin, Colorado 81410**

**April 21, 2025**

## **BIDDING AND CONTRACT DOCUMENTS**

For Construction of  
TOWN OF ORCHARD CITY  
**Del Ray Drive and Vaca Drive**  
**Water Main(s) Replacement**

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ADVERTISEMENT TO BID  
TOWN OF ORCHARD CITY  
9661 2100 RD  
AUSTIN, CO 81410

The Town of Orchard City is accepting sealed bids for the construction and installation for the replacement of water main(s). Bids are to be received by the Town of Orchard City until 2:00 p.m. on May 30, 2025, at 9661 2100 RD, Austin, CO 81410. No bids will be accepted after the designated time. Bids will be opened and publicly read aloud at that time. Bids sent by fax or e-mail will not be accepted. The work generally consists of, but is not limited to, constructing:

**Del Ray Drive:**

- Install 2900 feet 6" HDPE
- Install 2 isolation valves
- Install 3 hydrant valves
- Install 3 fire hydrants
- Install 43 water taps
- Remove 43 meters and relocate close to the 6" main
- Install valves and associated fittings

**Vaca Drive**

- Install 990 feet 4" C900
- Install 1 fire hydrant
- Install 1 hydrant valve
- Install 13 water taps
- Remove 13 meters and relocate close to the 4" main

A mandatory, pre-bid meeting will be held at 1:00 p.m., May 21, 2025, at the job-site, starting at the intersection of Vaca Drive and Happy Hollow Road. Bidders are advised to obtain a copy of the current Standard and Specifications for Town at [www.orchardcityco.org](http://www.orchardcityco.org)

Project and contract documents may be obtained at:

**The Town of Orchard City, 9661 2100 Road, Austin, CO 81410**

The Town of Orchard City reserves the right to reject any or all bids, to negotiate with the awarded bidder, to waive any informality or to accept the bid for the contract which in its judgment best serves the interest of the Town. The Contractor's proposal shall remain valid for thirty (30) days. Construction is expected to start on July 1, 2025. A 5% bid bond shall be submitted with each bid, not refundable to the contractor who does get project.





## **SECTION 00100 – INSTRUCTIONS TO BIDDERS**

### **1. Defined Terms**

Terms used in these Instructions to Bidders are defined in the General Contract Conditions. The term "Bidder" means one who submits the Bid directly to the Town, as distinct from a sub-bidder, who submits a bid to a Bidder. The term, "Successful Bidder" means the qualified, responsible and responsive Bidder, to whom the Town, (on the basis of Town's evaluation as hereinafter provided) makes an award.

### **2. Copies of Bidding Documents**

2.1 Complete sets of the Bidding Documents of stated in the Advertisement for Bid may be obtained from the Town.

2.2 Complete sets of the Bidding Documents must be used in preparing Bids; the Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The Town in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on work and do not confer with a license or grant of any other use.

### **3. Qualifications of Bidders**

Each bidder must be prepared to submit within five days of Town's request written evidence of financial data, as well as additional data regarding previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in Colorado or covenant to obtain such qualification prior to award of the contract.

### **4. Examination of Contract Documents and Site**

4.1 It is the responsibility of each Bidder before submitting the Bid, to (a) examine the Contract Document thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider Federal, State and local laws and regulations that may affect the cost, progress, performance, or furnishing of the Work, study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Town of all conflicts, errors, or discrepancies in the Contract Document.

4.2 Information and data reflected in the Contract Documents with respect to Subsurface Conditions at or contiguous to the site is based upon information and data to the Town by owners of underground facilities, and the Town does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

4.3 Before submitting a Bid, each Bidder will, at the Bidder's expense, make or obtain any examinations, investigations, explorations, tests, and 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 or procedures, of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.4 On request, the Town will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder Deems necessary for submission of a Bid.

Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such examinations, investigations, explorations, tests and studies.

4.5 The lands upon which the Work is to be performed, right-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained by the Town unless otherwise provided in the Contract Documents.

4.6 Bidder submission of a Bid will constitute an incontrovertible representation of the Bidder that the Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the Work.

#### **5. Interpretation and Addenda**

All questions about the meaning and intent of the Contract Documents are to be directed to the Town. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by the Town as having received the Bidding Documents. Questions received five days prior to the dated opening of Bids may not be answered. Only questions answered by formal written Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Town.

#### **6. Bid Security**

6.1 Each Bid must be accompanied by Bid security made payable to the Town in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Section 16 of the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the successful Bidder fails to execute and deliver the agreement and to furnish the required contract security within seven (7) days after the Notice Award, Town may annul the Notice Award and Bid Security of the Bidder will be forfeited. The Bid Security of other Bidders whom the Town believes to have a reasonable chance of receiving the award may be retained by the Town until the earlier of the seventh day after the Effective Date of Agreement or the thirtieth (30<sup>th</sup>) day after Bid opening, whereupon bid security furnished by such Bidders will be returned. Bid Security with Bids which are not considered competitive or nonresponsive by the Town, will be returned within seven (7) days after Bid opening.

#### **7. Contract Time**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

#### **8. Liquidated Damages**

Provisions for liquidated damages, if any, are set forth in the Agreement.

## **9. Subcontractors, Suppliers and Others**

9.1 The Town may require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the Town in advance of the specified date prior to the Effective Date of the Agreement. The apparent Successful Bidder and any other Bidder so requested, shall within five (5) days after the Bid opening, submit to the Town a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, person or organization if requested by the Town. If the Town after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute. In which case, the apparent Bidder shall submit an acceptable substitute. In which case, the apparent Successful Bidder shall resubmit the Bid with the revised Bidder's Bid price with the increase (decrease) to the Bid price by the difference in cost occasioned by such substitution and the Town may consider the revise Bid price adjustment in evaluating Bids and making the Contract Award.

If apparent Successful Bidder declines to make any substitution, the Town may award the Contract to the next awarded Bidder that proposes to use acceptable Subcontractor, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, or Other person or organization listed and to whom the Town does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Town subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.

9.2 If requested by the Town, the apparent Successful Bidders will, within three (3) days after the Town's request, identify, in writing, to the Town those portions of the Work that such Bidder proposes the subcontract and after the Notice of Award, may only subcontract other portions of the Work with the Town's written consent.

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

## **10. Bid Form**

10.1 The Bid Form is included in the Bidding Documents; additional copies may be obtained from the Town.

10.2 All blanks on the Bid Form must be completed in ink or by typewriter.

10.3 Bids by corporations must be executed in the corporation name by the president or vice-president (or by other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids 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 Bid shall contain an acknowledgement of receipt of all Addenda (the number of which must be filled in on the Bid Form).

10.7 The address and telephone number for communications regarding the Bid must be shown.

**11. Submission of Bids – No email, fax or other form will be accepted**

Bids shall be submitted at the time and place indicated on the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the Bidder, accompanied by the Bid security, and other required documents. 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 of it.

**12. Modification and Withdrawal 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.

12.3 If, within twenty-four (24) hours after the Bids are opened, any Bidder files a duly signed, written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, the Bidder will be disqualified from further Bidding on Work to be provided under Contract Documents.

**13. Opening of Bids**

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of the Bids.

**14. Bids to Remain Subject to Acceptance**

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening.

**15. Award of Contract**

15.1 The Town reserves the right to reject any and all Bids to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, nonresponsive, unbalanced, or conditional Bids. The Town also reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bidder is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and correct sum thereof will be resolved in favor of the correct sum.

15.2 The Town, in evaluating the Bids, will consider the qualifications and reliability of the Bidders whether the Bid complies with the prescribed requirement or not; and such alternatives, unit prices and other data, as may be requested herein and/or in the Bid Form prior to the Notice of Award.

Bidder shall provide in Exhibit A of the Bid Form the name, list of experience, and supporting documentation of recent successful performance of the proposed job superintendent. Providing an on-site superintendent satisfactory to the Town will be made a condition of an Award.

15.3 The Town may consider the qualifications and experience of Subcontractors, Supplier, and other person and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, other persons and organizations must be submitted if requested. The Town also may consider the operating costs, maintenance requirement, performance data and guarantees of major items of material and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

15.4 The Town may conduct such investigations as the Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract documents to the Town's satisfaction within the prescribed time.

15.5 If the contract is to be awarded, it will be awarded to the responsible bidder whose evaluation by the Town indicates to the Town that the award will be in the best interest of the Town.

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

#### **16. Signing of Agreement**

When the Town gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within seven (7) days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Town. Within three (3) days thereafter, the Town shall deliver one fully signed counterpart to the Contractor.

#### **17. Retainage**

Provisions concerning retainage are set forth in the agreement.

#### **18. Sales and Use Taxes**

The Town is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said Taxes shall not be included in the Contract Price.

#### **19. Contract Security**

Section 16 of the General Conditions set forth the Town's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to the Town, it must be accompanied by the required performance and payment Bonds.



# PROJECT BID SCHEDULE

Town of Orchard City  
Del Ray Water Line Replacement

Item No.	CONTRACT ITEM	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	Install 6" HDPE	LF	2900		
2	6" Main join point excavation: per Item #33, page 00700-2 General Notes of Contract Documents	EA	2		
3	Install fire hydrant & assembly	EA	3		
4	Remove old meter pits & yokes: Disconnect old service line from old main & shut off corp	EA	43		
5	Relocate & install new meter pits, yokes & meters close to 6" main	EA	43		
6	Install 3/4" and/or 1" copper from corp stop to new meter yoke as needed	EA	43		
7	Restore driveways	EA	43		
8	Shoulder repair & restoration	LF	2900		
9	Remove old fire hydrant	EA	3		
10	Install isolation valves	EA	2		
11	Install 6" hydrant valves	EA	3		
12	New taps	EA	43		
13	Bedding material - Note item 16				
14	Gravel & Asphalt				
15	Road cuts & replace asphalt	EA			
16	<b>NOTE: The Contractor is responsible for the cost of bedding material. Regardless of the soil conditions, it is mandatory there be 6.0 inches of bedding material on bottom of trench, after compaction; and 12.0 inches of bedding material on top of pipe, after compaction. It will be at the Contractor's expense to purchase and transport gravel, asphalt, and bedding material to the job site as needed.</b>				
17		EA			
18		EA			
26					

Total Contract Price

(use words)

BY: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_  
(Firm and Authorized Signature)

00300-3





# PROJECT BID SCHEDULE

Town of Orchard City  
Vaca Line Replacement

Item No.	CONTRACT ITEM	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	Install 4" C900	LF	990		
2	4" Main join point excavation	EA	2		
3	Install fire hydrant & assembly	EA	1		
	Remove old meter pits & yokes:				
4	Disconnect old service line from old main & shut off corp	EA	13		
5	Relocate & install new meter pits, yokes & meters close to 6" main	EA	13		
	Install 3/4" and/or 1" copper from				
6	corp stop to new meter yoke as needed	EA	13		
7	Restore driveways	EA	13		
	Shoulder repair & restoration: per				
8	Item #28, page 00700-2 General Notes of Contract Documents	LF	990		
9	Remove old fire hydrant	EA	1		
10		EA			
11	Install 4" hydrant valves	EA	1		
12	New taps	EA	13		
13	Bedding material - Note item 16				
14	Gravel & Asphalt				
15		EA			
	<b>NOTE: The Contractor is responsible for the cost of bedding material. Regardless of the soil conditions, it is mandatory there be 6.0 inches of bedding material on bottom of trench, after compaction; and 12.0 inches of bedding material on top of pipe, after compaction. It will be at the Contractor's expense to purchase and transport gravel, asphalt, and bedding material to the job site as needed.</b>				
16					
17					
18					
26					

Total Contract Price

(use words)

BY: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_  
(Firm and Authorized Signature)

00300-3



SECTION 00400 – BID BOND

KNOW ALL ME BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
as Principal, and held and firmly bound unto The Town of Orchard City as Town in the penal sum  
of Five percent of bid submitted for the payment of which, well and truly to be made, we hereby  
jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2025

The condition of the above obligation is such that whereas the Principal has submitted to The Town  
of Orchard City a certain BID, attached hereto and hereby made a part of hereof to enter into a  
contract in writing, for the construction of the Town of Orchard City Del Ray Drive and Vaca Drive  
Water Main(s) Replacement.

NOW, THEREFORE,

- a) If said BID shall be rejected, **or**
- b) If said BID shall be accepted and the Principal shall execute the deliver a contract in the Form  
of Contract attached hereto (properly completed in accordance with said BID) and shall  
furnish Bond for his faithful performance of said contract, and for the payment of all persons,  
performing labor or furnishing materials in connection therewith, and shall in all other  
respects perform the agreement created by the acceptance of said BID,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being  
expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall,  
in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and  
its BOND shall be in no way impaired or affected by any extension of time within which the Town  
may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and  
such of them as are corporations have caused their corporate seals to be hereto affixed and these  
presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

**IMPORTANT** – Surety companies executing BONDS must appear on the Treasury Department’s most  
current list (Circular 570 as amended) and be authorized to transact business in the state where the  
project is located.



SECTION 00420

Contractor's Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: \_\_\_\_\_

\_\_\_\_\_

SUBMITTED BY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

(NOTE: Attach separate sheet as required.)

1. The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

2. The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

3. If a Corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Vice President(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

4. If a Partnership, answer the following:

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

(General/Limited/Assoc.)

Name and Address of all partners,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. If other than a Corporation of Partnership, describe Organization and name Principals:

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6. What percent of the work do you normally perform with your own forces? \_\_\_\_\_ List Trades: \_\_\_\_\_

_____	_____
_____	_____
_____	_____
_____	_____

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

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8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? \_\_\_\_\_ If so, state circumstances:

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11. List the construction experience of the principal individuals in your Organization:

Within Your Organization				
Individual's Name	Construction Experience - Years	Present Position and Years' Experience	Dollar Volume Responsibility	Previous Position and Years' Experience

12. List States and categories in which your Organization is legally qualified to do business:

13. Bank Reference:

14. Trade Reference:

15. Name of Bonding and Insurance Companies and Name and Address of Agents:

Max. Bonding Capacity:



16. The undersigned agrees to furnish, upon request by the Town, within 24-hours after Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances, received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of Statement or Balance Sheet: \_\_\_\_\_

Name of firm preparing statement: \_\_\_\_\_ By: \_\_\_\_\_

17. Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

18. **NOTORIZATION:** State of \_\_\_\_\_ County of \_\_\_\_\_

M \_\_\_\_\_ being duly sworn deposes and says that he/she is the

\_\_\_\_\_ of \_\_\_\_\_ Contractor(s) and that  
the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)



# SHORT FORM CONSTRUCTION CONTRACT - - FOR USE WITHOUT GENERAL OR SUPPLEMENTAL CONDITIONS

## CONSTRUCTION CONTRACT

This Agreement, is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by and between the Town of Orchard City ("City/Town"), a Colorado municipality and  
\_\_\_\_\_ ("Contractor").

### THE PARTIES AGREE AS FOLLOWS:

**1. Scope of Work – Contract Documents.** Contractor shall furnish, except as  
may otherwise be provided in writing, all labor, services, materials, tools, and equipment for  
the construction and completion of the work proposed to be done under this Agreement.  
Contractor will construct and complete the work in a thorough and workmanlike manner in  
every respect to the satisfaction and approval of the City/Town, within the time specified  
herein and in strict accordance with the contract documents, including without limitation  
the following documents: the Agreement and any Addendum thereto; Instructions to  
Bidders; Bid Form; Bonds; Notice of Award; Notice to Proceed; Drawings; consisting of  
\_\_\_\_\_; City/Town Specifications and Standards; Addenda Nos.  
\_\_\_\_\_ to Specifications and Standards; any revisions of properly  
authorized after the execution of this Agreement; Contractor's bid; and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All of the said documents are hereby made a party of this Agreement and form the contract  
documents as fully as if the same were set forth at length herein.

**2. Description of Project – Completion.** a. Contractor shall perform all of  
the work except as otherwise stated within this Agreement required for the following Project  
in the City/Town:

\_\_\_\_\_  
Pursuant to the specifications stated in the Contractor's bid dated

\_\_\_\_\_ ("Contractor's specifications"),  
and pursuant to the City/Town's Standards and Specifications for the

\_\_\_\_\_  
("City/Town's Standards and Specifications").

b. In case of any conflict between the Contractor's specifications and the  
City/Town's Standards and Specifications, the City/Town's Standards and Specifications  
shall control. In addition, the following "Terms and Conditions" are hereby stricken from the  
Contractor's specifications: \_\_\_\_\_  
\_\_\_\_\_.

c. Contractor shall be responsible for providing barricading and traffic control, for insuring the safety of the public during the performance of the work, in accordance with the Manual on Uniform Traffic Control Devices and the requirements of the City/Town, and for maintaining access through the area in which the work is to be performed.

**3. Relationship of Contractor to City/Town.** The Contractor accepts the relationship of trust and confidence established between it and the City/Town by this Agreement. Contractor covenants with the City/Town to furnish its best skill and judgment and to cooperate with the City/Town's Project Manager and all other persons and entities in furthering the interests of the City/Town. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in the best way and in the most expeditious and economical manner consistent with the interests of the City/Town.

**4. Contractor's Representation.** In order to induce the City/Town to enter into this Agreement, the Contractor makes the following representations:

a. The Contractor has familiarized itself with the nature and the extent of the contract documents, work, the locality, all physical characteristics of the area, including without limitation, improvements, soil conditions, drainage, topography, and all other features, of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

c. Contractor has given the City/Town written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and such documents are acceptable to the Contractor.

**5. Project Manager.** The City/Town's Project Manager, for the purposes of the contract documents is the following or such other person as the City/Town may designate in writing: \_\_\_\_\_

**6. Time of Commencement and Completion.** a. The work shall be completed according to phases established by the City/Town. No work shall be commenced by the Contractor until after a pre-construction meeting of the Contractor, the City/Town Engineer, and other City/Town representatives as appropriate.

b. Prompt completion of the work is essential to the City/Town. Time is of the essence in all respects regarding this Agreement and the work. Contractor shall carry out construction of the project with all due diligence. Subject to allowances agreed to by the City/Town and Contractor for bad weather working days, substantial completion of the project shall be achieved by no later than \_60\_ calendar days after the date on which the

Contractor commences work, but in no event shall such substantial completion occur later than Friday, July 10, 2020. City/Town shall determine whether the work has been substantially completed, utilizing such factors as are deemed appropriate by the City/Town, including but not limited to the definition of "substantial completion" provided in 24-91-102(5), Colorado Revised Statutes.

**7. Liquidated Damages.** If the project is not completed by the date set forth in this contract, the Contractor shall pay the Town of Orchard City \$1,000.00 for each and every day that the project is not completed.

**8. Price of Work.** a. The City/Town agrees to pay, and Contractor agrees to accept, in full payment for the performance of this Agreement, an amount not to exceed \$ \_\_\_\_\_ dollars and no cents (\$\_\_\_\_\_). Unit prices and unit costs shall not exceed those shown in Exhibit A attached hereto and incorporated herein by reference.

b. The amount set forth in Section 7.a above shall not include the following costs:

(1) \_\_\_\_\_; and

(2) The cost of the performance, payment and warranty bonds as described in Section 7.c, the cost of which bonds shall not exceed 10 percent of the amount set forth in Section 7.a above.

**9. Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the work and for performing all work contemplated and embraced under this Agreement. Compensation shall also include loss or damage caused by the nature of the work, the action of the elements, or any unforeseen difficulties which may be encountered during the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trademark, or copyright. Compensation shall be for completing the work according to the plans, specifications, and all contract documents. Neither the payment of any estimate or progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material. No funds, payable under this Agreement or any part thereof, shall become due and payable, if the City/Town so elects, until the Contractor shall satisfy the City/Town that it has fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith. The City/Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City/Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the City/Town in lieu of the bond so executed by such surety.

**10. Application for Progress Payment.** By the **15th** day of each month, Contractor shall submit to the City/Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the City/Town may require. Materials on hand but not complete in place may not be included for payment at the discretion of the City/Town. Each subsequent subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the City/Town to withhold at least ten percent (10%) of payments to Contractor in accordance with Article 91, Title 24, C.R.S.

**11. Ownership of Plans, Specifications, and Documents.** Except for Contractor's executed set, all of the plans and the contract documents are the property of the City/Town. Contractor shall be provided plans, specifications, permits, and other documents and materials required to perform the work. The plans and specifications are not to be used on other work, and all sets shall be returned to City/Town at the completion or cessation of the work or termination of this Agreement.

**12. No Personal Liability.** In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the City/Town, its governing body, staff, and consultants, officials, attorneys, representatives, agents, or employees.

**13. Observation of All Laws.** 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/Town in writing, and any necessary changes shall be made as provided herein.

**14. Agreement Provisions Prevail.** The intent and purpose of this Agreement and the construction documents is to complement each other; however, the terms and provisions of this Agreement shall prevail regarding different in, discrepancies with, or conflicts of, terms or provisions contained in other contract documents.

**15. Contractor's Responsibility for Work.** Until the final acceptance of the work by the City/Town in writing, Contractor shall have the charge and care thereof, and



shall take very necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the work occasioned by any causes before its completion and acceptance. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City/Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended by the contract documents, plans, and specifications prior to final acceptance of the work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this section upon final acceptance of the work by City/Town, except no such relief shall apply to damages or injuries cause by or related to actions of Contractor or its subcontractors.

**16. Termination of Contractor's Responsibility.** The project will be considered complete when all work has been finished, the final inspection made, and the work accepted by City/Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in the surety bond, and except as required in this Agreement and the contract documents regarding the Contractor's guaranty of work.

**17. Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City/Town, 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 Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the 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/Town.

**18. Insurance and Bonds.**

a. The 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 City/Town. 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 Contractor agrees to 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 in sufficient amounts, durations, or types.

c. 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/Town. 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) Workers' 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – each employee.

(2) Comprehensive General Liability Insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) 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 provisions.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) 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.

**[Note to City/Town: if using these General Conditions with a road paving contract, paragraphs (4) (builder's risk insurance) and (5) (installation floater) below may be deleted.]**

(4) Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the City/Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panelboards, control equipment, and other similar equipment shall be insured



under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the City/Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under coverage provided, the insurance company shall have no rights of recovery against the Contractor or the City/Town.

(5) Installation Floater with minimum limits of not less than the insurable value of the work to be performed under this contract at completion, less the value of the materials and equipment insured under Builder's Risk insurance. The value shall include the aggregate value of any City-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk insurance. The policy shall protect the Contractor and the City/Town from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under Builder's Risk insurance, while in warehouses or storage areas, during installation, during testing, and after the work under this contract is completed. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular work to be performed under this contract. The policy shall provide for losses to be payable to the Contractor and the City/Town as their interest may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recover against the Contractor or the City/Town.

d. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City/Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City/Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insure 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 shall be subject to review and approval by the City/Town. Each certificate shall identify the Project and shall provide that the coverages afforded under the polices shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City/Town. 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/Town 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/Town 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/Town shall be repaid by Contractor to the City/Town upon demand, or the City/Town may offset the cost of the premiums against any monies due to Contractor from the Owner.

g. The parties hereto understand and agree that the City/Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,00 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City/Town, its officers, or its employees.

h. Contractor shall furnish a 10% over the contract performance bond, payment bond, and warranty bond in an amount of the contract price, as security for the faithful performance and payment of all Contractor's obligations under the contract documents, including but not limited to the guaranty period provided in Section 20. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the contract documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority act. If the surety on any bond furnished by the Contractor is declared bankrupt or comes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clause (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the City/Town.

**19. Evidence of Satisfaction of Liens.** Contractor shall provide City/Town with written evidence that all persons who have done work or furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City/Town is reasonably satisfied that all claims or liens have been satisfied by Contractor.

**20. Acceptance of Work.** No act of the City/Town, or of any representative thereof, either in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of City/Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by City/Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provide herein shall be cumulative.

**21. Guaranty of Work.** Contractor agrees to guarantee all work under this Agreement for a period of one year from the date of final acceptance by the City/Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City/Town, then the Contractor shall, when notified by City/Town, immediately place such guaranteed work in a condition satisfactory to City/Town. The City/Town shall have all available remedies to enforce such guaranty, except that City/Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City/Town such sums as were expended by the City/Town for such work, unless the City/Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

**22. Costs and Attorneys' Fees.** In addition to the indemnification provisions of this Agreement and the contract documents, and provided that the City/Town is not in material default of this Agreement or the direct cause of litigation, the Contractor shall be responsible for and pay the City/Town for all of the costs, expert, and attorneys' fees related to litigation or other forms of dispute resolution arising out of any matter related to this Agreement, the contract documents, or the work.

**23. Timing of Change Orders.** The City/Town shall use reasonable efforts to grant or deny change orders within twenty-four hours and not later than seventy-two hours of request of the Contractor. The Project Manager shall be authorized to approve change orders which do not increase the price of the work as provided in Section 7. Change orders which increase the price of the work shall be approved or denied in writing by the Town of Orchard City.

**24. No Assignment.** This Agreement shall not be assigned by the Contractor without the prior written approval of the City/Town.

**25. Governing Law.** This Agreement shall be deemed entered into in Delta County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Delta County in connection with any dispute arising out of or in any matter connected with this Agreement.

**26. Subcontracting.** It is understood and agreed that the employment of the Contractor by the City/Town for the purposes of said project shall be exclusive, but the Contractor shall have the right to employ such assistance as may be required for the performance of the project. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail involved in the employment of said assistance.

**27. Equal Opportunity Employer.** a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City/Town. The City/Town will need a copy of this certificate before work is started.

## **28. Independent Contractor.**

a. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of the City/Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the City/Town to oversee the actual work of the Contractor or to instruct any individual as to how the work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKER'S COMPENSATION INSURANCE POLICY OF THE CITY/TOWN, AND THAT THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Town of Orchard City**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_, Contractor

By: \_\_\_\_\_

Its \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF COLORADO )

The above and foregoing signature of \_\_\_\_\_ was  
subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Witness my hand and official seal:**

My commission expires on: \_\_\_\_\_

Notary Public

Address

(SEAL)





## GENERAL NOTES TOWN OF ORCHARD CITY

### Vaca Drive and Del Ray Drive Water Main(s) Replacement

1. The Town of Orchard City will supply the materials for the 6" HDPE and 4" C900 water pipe, valves, hydrants, fittings, connecting bolts, service line valves and fittings and other accessories.
2. Minimum pipeline cover is 36".
3. Identification tape marked "water" is to be placed continuously along the pipeline trench, 2" above the top of pipe. Tracer wire shall be taped to the top of the pipe and looped up into valve boxes.
4. The existing water line will be abandoned in place.
5. The owner, or any owner's representatives will enforce or be responsible for safety measures or regulations; the Contractor shall be solely responsible.
6. Not all utilities are shown and the location of utilities shown on the plan is approximate only. Contractor shall contact utility companies for exact location prior to construction. The utility notification center of Colorado can be contacted at 811 or 1-800-922-1987.
7. Contractor shall submit a detailed construction schedule to the project manager for approval prior to beginning of work on site. Schedule shall be updated as needed or as requested by the Town. Following general elements shall be included in the schedule:
  - Laying of new waterline
  - Disinfecting, hydrotesting, and flushing new pipeline
  - Joining existing service line to mainline connections along length of new waterline
  - Remove existing meter pits, meter yokes and meters. \*Current meters will be reused.
  - Install new meter pits, meter yokes and meters
  - Install new ¾" copper from corp stop to meter yoke
  - Excavate from 25 old meter locations to outside of yard; install new service line from customer's existing service line to new meter yokes
8. Contractor shall provide as-built drawing of completed work showing all deviations from the original design.
9. Detailed staking will not be performed by the Town, unless requested by the Contractor. Cost of survey staking will be at the expense of the Contractor.
10. Contractor shall restore surface improvements to equal or better than original condition.
11. **Concerning traffic control:** The Town will assist in any major road closure signage. Normal construction is expected to reduce access to one lane. Vaca and Del Ray Drive does not experience enough traffic to warrant full time flagmen. One lane must be maintained and channelized with cones. Normal warning signage noting construction ahead and one lane closed will be required both directions. Driveways will be opened and closed in a timely manner. No overnight driveway closing will be permitted. No overnight open holes or trenches.
12. **Excavation spoils replacement:** Temporary placement on the adjacent roadway will be allowed. Special care must be taken to not disturb the existing surface of the road. Careless or blatant destruction of the road surface will not be allowed.
13. Material staging will be at the Town of Orchard City shop, located at the intersection of Austin Road and 2100 Road.
14. There will be 19 road bores. The Town will provide the bore and the 2" sleeve where needed.
15. 4" minus material or smaller is acceptable for backfill material only.
16. Backfill material must be done in 8" lifts and each lift compacted.
17. A one-year warranty will be required.
18. Water compaction: The Town will supply water at a specific hydrant designated by the Town.

19. If road cuts are needed. They must be backfilled and compacted with bedding material, less the thickness of existing asphalt, then completed with new asphalt the same thickness that matches original.
20. See Town of Orchard City standards and specifications for additional general notes. Such documents are available through the Town of Orchard City or on the web site at: <https://www.orchardcityco.org/DocumentCenter/View/2927/Standards--Specifications---All-Sections---2023>
21. The Town will supply 6" HDPE and 4" C900 water pipe, valves, fire hydrants, fittings and other necessary parts for installation of new meter setters to be installed by the Contractor.
22. The Town will provide a rock disposal site located near town hall.
23. The Contractor shall be responsible for disposing of trash encountered or generated by the project.
24. 6" HDPE and 4" C900 waterlines include piping, restrained bends necessary, excavation, bedding, cover and site grading. As part of this work, the Contractor should anticipate, and include in the price, adjusting the pipeline locations and grades necessary to resolve conflicts with existing utilities not shown on the plans.
25. The bid item "fire hydrant assembly" includes 6"x6"x6" tee on the 6" waterline, 6" gate-valve and valve box, fire hydrant, piping, gravel bedding, thrust block(s), and associated fittings and installation. The bedding around the fire hydrant shoe will be 1-1/2" washed rock.
26. The bid items "...joint existing pipe" includes tees, piping, and associated fittings with installation. The service installations include the corp stop and a curb stop at the meter yoke.
27. The bid item "road bore" includes directional boring of adequate size to push or pull sleeve material of 2" diameter under the roadway; excavation on both sides of the roadway.
28. Driveways and roadways will be crossed by the waterline trenching. The Contractor will repair damage to the driveways and shoulders caused by the waterline work. Such repair shall include replacing gravel surfacing to at least the original gravel thickness and trench width. Where paved driveways or roadways are encountered, the Contractor shall saw or wheel cut the trench line, and repair with a gravel base and replacement pavement to the original thickness following construction. **It will be the Contractor's expense to purchase and transport gravel, asphalt, and bedding material to the job site as needed.** It will also be the Contractor's responsibility to haul any and all excess rock from the job site, and all necessary fill dirt back to the job site.
29. The Contractor must restore all 18 yards back to original condition or better, which includes, but is not limited to, gravel, decorative rock, sod, etc.
30. The Contractor will be responsible for disposing of the old valve boxes, hydrants and blow off valves that are removed by taking them to the scrap iron area above the Orchard City water shop.
31. **Regardless of soil conditions, it is mandatory there be a minimum of 6 inches of bedding material after compaction, in the bottom of the trench. A minimum of 12 inches bedding material must be on top of the pipe after compaction. (crusher fines or sand)**
32. **Driveways will be back-filled within 8 inches of the ground level with bedding material (crusher fines or sand). The remaining 8 inches must be 3/4-inch road base.**
33. The Contractor will be responsible for disconnecting the old Del Ray Drive 4" main line from the existing 6" main line located on North Road. This will include capping the 4" tap on the 6" main line and capping the 4" main line where it has been disconnected from the 6" main line.

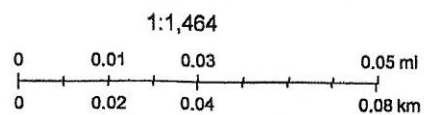




4/23/2025

- Water Main Valves
- Individual Meters
- Fire Hydrants
- World Imagery
- Low Resolution 15m Imagery

High Resolution 60cm Imagery  
 High Resolution 30cm Imagery  
 Citations  
 30cm Resolution Metadata



Maxar, Microsoft

*Del Ray Dr*





# Route 5 Vaca Dr



4/23/2025

- Individual Meters
- Water Main Valves
- Fire Hydrants
- Blowoffs
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery

- High Resolution 30cm Imagery
- Citations
- 30cm Resolution Metadata

