INVITATION FOR BIDS

PROJECT MANUAL

including

CONTRACT DOCUMENTS
and
SPECIFICATIONS

for the

DRO Commercial Apron Rehabilitation

CITY OF DURANGO, COLORADO
February 20, 2024
Sealed bids for the DRO Commercial Apron Rehabilitation project will be received by the City of Durango until 3:00 PM (Local Time) on April 4, 2024. The City of Durango invites interested, qualified persons or firms, capable of providing the required service to submit bids for the rehabilitation of the Commercial Apron.

No pre bid meeting will be scheduled for this invitation for bid. If you wish to schedule a site visit, please contact: Brad Riddle – bradley.riddle@durangoCO.gov
Office: 970 – 382 –6068
Cell: 970 – 764 –7492
Site visits may be scheduled by appointment only between February 26th and March 6th 2024

Bids must be submitted via Rocky Mountain E-Purchasing, www.bidnetdirect.com/colorado. It is the sole responsibility of the bidder to see that the bid is received before the submission deadline. Late bids will not be considered.

Bid documents and/or supporting information may be downloaded, at no charge, from the following web site: www.bidnetdirect.com/colorado Click on “Vendor Registration” or “Vendor Login”, as applicable. Or at the City of Durango’s website: www.DurangoCO.gov. No addendums or plans will be available on the City’s website.

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

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

Published: February 21 + February 23, 2024
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I. Invitation for Bids

The City of Durango Colorado, by and through its Purchasing Administrator, invites interested, qualified bidders, capable of providing the required services, to submit bids for **Durango La Plata County Airport Commercial Apron Rehabilitation** in accordance with the terms, conditions, and specifications contained in these documents.

Services to be provided by the Contractor will include but will not be limited to removal and replacement of joint sealant, spall repairs and repainting of commercial apron markings.

Bidders wishing to participate should ensure they have all addenda prior to submission of bid. Failure to acknowledge receipt of any addenda applicable to this project could result in the rejection of your bid.

Invitations for Bids and any subsequent addenda will be posted to the Rocky Mountain E-Purchasing System website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)) then click on Vendor Login or Vendor Registration if you have not already registered. Firms are encouraged to register with RMEPS for all City bid opportunities.

No pre bid meeting will be scheduled for this invitation for bid. If you wish to schedule a site visit, please contact:

Brad Riddle – [bradley.riddle@durangoCO.gov](mailto:bradley.riddle@durangoCO.gov)  
Office: 970 – 382 –6068  
Cell: 970 – 764 –7492  
Site visits may be scheduled by appointment only between February 26th and March 6th, 2024

**Questions:** Each bidder, before submitting their bid, shall become fully informed as to the extent and character of work required. All questions must be submitted via Rocky Mountain E-Purchasing System website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).

**Question Deadline: March 7, 2024, Time: 3:00 p.m. (Local Time)**

(Questions received after the deadline may not be accepted.)

**Final Addendum: March 14, 2024, Time: 3:00 p.m. (Local Time)**

**Submittal Instructions:** Submittal requirements are outlined in the Bid Submission Section of the Bid Documents. Deliver Bid via: Rocky Mountain E Purchasing ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)) using the form furnished.

**Bid Due Date and Time: April 4, 2024, Time: 3:00 p.m. (Local Time)**

It is the sole responsibility of the respondent to see that the bid is received before the submission deadline. Late bids will not be considered.

All bids submitted shall be binding upon the respondent if accepted by the City within sixty (60) calendar days of the submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the time fixed for the submission of bid. This project is being bid in accordance with the City of Durango Purchasing Policy.
II. Instructions to Bidders

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

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

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

The Contracting Agency may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered and will be rejected. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Contracting Agency and the Bidder.

The following information regarding Bonding requirements is applicable, failure to comply as stated will result in a withdrawal of contract:

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

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

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

Each Bid **must** include the provided List of Subcontractors to be assisting in the project.

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

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

Each Bidder shall demonstrate their experience in trades as related to the work. At the time of the Bid, the Bidder shall provide to the Contracting Agency a list of at least two (2) successfully completed projects of similar nature. Include the size and a description of each of the three projects. Include in each list the date, dollar amount of the project, and name of the responsible person for whom the work was done.

The Contracting Agency reserves the right to reject any or all Bids and to waive informalities when such action is deemed to be in the best interest of the Contracting Agency. A conditional or qualified Bid may be cause for rejection. Bids shall remain firm for the entire project period.

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

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid. For the purposes of this Invitation for Bids, the City of Durango shall be designated “City” and successful Contractor shall be “Contractor.”

The City reserves the right to negotiate any and all elements of any proposal.

Successful bidder must provide all equipment and personnel necessary to perform the required services. This IFB includes a project description, scope of work, submission requirements, selection process and criteria, insurance requirements, and Sample Standard Form of Agreement between City and Contractor for Contractor Services Agreement. Sample Agreement is for reference only and is non-negotiable.

Any bid that fails to conform to the essential requirements of the Invitation For Bids will be rejected.

a. Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.

b. Bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the Owner, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

1. Protects against future changes in conditions, such as increased costs, of total possible costs to the Owner cannot be determined
2. Fails to state a price and indicates that price shall be “price in effect at time of delivery”.
3. Takes exceptions to the IFB terms and conditions.
4. Inserts the bidder’s terms and conditions

Prospective firms are encouraged to carefully read this IFB in its entirety
Bidding Timetable

<table>
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<tr>
<td>Projects 1&lt;sup&gt;st&lt;/sup&gt; Publication</td>
<td>February 21, 2024</td>
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<tr>
<td>Projects 2&lt;sup&gt;nd&lt;/sup&gt; Publication</td>
<td>February 23, 2024</td>
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<tr>
<td>Mandatory Pre-Bid Conference</td>
<td>No pre bid meeting, schedule site visit if necessary</td>
</tr>
<tr>
<td>Contractor Questions Due</td>
<td>March 7, 2024, 3:00 p.m. (Local Time)</td>
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<tr>
<td>Final Addendum Issued by Purchasing</td>
<td>March 14, 2024, 3:00 p.m. (Local Time)</td>
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<tr>
<td>Bid Closing</td>
<td>April 4, 2024, 3:00 p.m. (Local Time)</td>
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<tr>
<td>Notice of Award (estimated):</td>
<td>April 11, 2024</td>
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<tr>
<td>Notice to Proceed</td>
<td>May 1, 2024</td>
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<tr>
<td>Project Commences</td>
<td>As soon as practical</td>
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<tr>
<td>Number of Construction Days</td>
<td>56 Days for Schedule 1 TBD for Schedule 2 – As needed and determined with the contractor and Airport</td>
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<tr>
<td>Project Completion</td>
<td>September 27, 2024</td>
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III. Scope of Services

- Remove joint sealant of all concrete joints
- Install new joint sealant per detail 1, sheet C1.3 of “Final Plan Sheet”
- Perform Spall Repairs per Det 2 Sheet C1.3 of “Final Plan Sheet”
- Re-Paint All Aircraft Parking envelopes, centerlines and stop bars per Details 3-7 Sheet C1.3 of “Final Plan Sheet”
IV. Schedule, Phasing, and Quantities
The project must be completed by September 27, 2024

- Work on the Commercial Apron must be completed in 3 separate phases as shown on the “Phasing Plan” to accommodate ongoing commercial aircraft operations.
  - Access to all other areas of the commercial apron must be maintained at all times
  - Passengers and Airport staff must be able to transit through active phases of work to utilize the “open” areas.
  - Contractor shall provide safety cones and paths of egress through active phases as necessary
- Each Phase of the commercial apron shall take no longer than 2 weeks per phase
- Marking of the commercial ramp can be completed at the end of all 3 Phases of joint seal and spall repair
- The total contract days to complete the commercial apron (including weekends) shall not be greater than Fifty-Six (56) days.
- Schedule 2 may be coordinated and scheduled with the airport after award.

Commercial Apron Schedule I – Base Bid
*All Quantities are approximate and shall be verified by contractor*
- Remove existing joint seal material – 19,250 LF
- Silicone Seal (½-inch PCCP Joint – 19,250 LF
- Spall Repair 455 SF
- Pavement Markings (Yellow) 740 SF
- Pavement Markings (White) 1,180 SF
- Pavement Markings (Black) 3,110 SF

Airport Rescue Fire Fighting and Maintenance Apron Schedule 2 (add alt 1)
*All Quantities are approximate and shall be verified by contractor*
- Remove existing joint seal material – 5,500 LF
- Silicone Seal (½-inch PCCP Joint – 5,500 LF
- Spall Repair 100 SF

Airport Security and Badging Requirements
- The work area for this project is within the airport security fence as well as inside the airports Security Identification Area (SIDA)

1. General
The airport is operated in compliance with Transportation Security Administration Regulations and Federal Aviation Regulations (FAR) and Durango Municipal Code, which prohibit unauthorized persons or vehicles in the Air Operations Area (AOA). Equipment and workmen will be restricted to the work area defined on the plans. Any violation by Contractor’s personnel or Subcontractors will subject the Contractor to penalties imposed by the Transportation Security Administration, FAA or the City of Durango.
The Contractor will assume all fines against the Airport assessed to them by the FAA and/or Transportation Security Administration for the Contractor’s security violations. Typical fines are ten thousand dollars ($10,000.00) or more per incident.
The Contractor shall be responsible for the protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. Security measures shall include such additional security fencing, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

The Contractor’s responsibilities for work areas are as follows:

- The Contractor shall be held responsible for controlling his employees, Subcontractors, and their employees with regard to traffic movement.
- The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.

The following language shall be used in all solicitations, contracts and subcontracts requiring the distribution of security badges to Contractor, Subcontractor or material supplier employees:

Airport Access Badging: All Contractor and/or Subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an airport security badge. The Contractor shall submit a Security Badge Application form and appropriate identification documents to the Airport Administration Office for each employee requiring unescorted access. Badges are free to the Contractors and Subcontractors. Incomplete badge application will not be accepted. Contractor shall be responsible for all employees and subcontractor employee compliance with the Air Operations Area rules, regulations, and training. These items are considered a part of the contract documents. A copy of the badge application, list of appropriate identification documents, and rules and regulations are available from Airport Administration by calling 970-382-6089.

All Contractor and Subcontractor personnel that are to be issued an Airport Identification Badge are required to attend and successfully complete a training class before being issued an identification badge. Fees for the security badge include completion of the necessary training classes. Attendance at the security classes and issuance of the security badge may take 4 hours per person.

The Contractor should allow ten (10) business days lead time for employee badges to be issued as measured from the date of the airport receiving a completed badge application. Incomplete applications will not be accepted.

The Contractor shall immediately notify Airport Operations/Badging Office of any Contractor personnel whose employment status has changed or for any employee who loses a badge for any reason.

The Contractor shall be responsible for retrieving all security badges and keys and returning them to the Badging Office. A lost badge fee of $200 shall be assessed to the Contract for all lost or unreturned badges to the Airport.

The Airport Badging process will require the following from each badge applicant before a security badge is issued:

- Security Badge Application - All employees are required to complete a security badge application form. Additional security badge procedures, background check, and requirements can be obtained from the Airport Administration office at 970-382-6068.

The job superintendent and assistant superintendent, will be responsible for escorting their non-badged employees, visitors, vendors, Subcontractors and material suppliers while on the job site, assuring that no breaches of the Airport security program occur.

Airport security badges are issued by the Airport Administration staff and will be required when working within the perimeter security fence.
Additional information regarding badges:

- The airport will provide badges and training at no cost to the Contractor.
- Airport ID badges issued by the Airport are property of the Airport and must be surrendered upon the request of the Director of Aviation, or his designee.
- No person shall loan or provide airport ID badges to anyone other than to whom the badge was issued.
- Airport ID badges must be available for presentation upon request of airport staff.
- Airport ID badges shall not be mutilated or altered from their original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the ID system.
- Airport ID badges are non-transferable.
- Damaged badges will be subject to a replacement fee of $25.00.
- The Contractor shall be assessed a fee for each lost/unreturned badge. The fee is $200.00 per unreturned badge. Badges shall be returned promptly when no longer needed, but not later than 5 business days from completion of the project as measured from completion of any punch list items.
- Persons authorized to provide escorts include DRO staff and designated Contractor supervisors. The number of personnel being escorted shall not exceed 5 (5) non-badged personnel; this includes vendors, subcontractors, visitors and part-time workers. Failure to provide an escort can result in loss of escort privileges, fines, revocation of the security badge, or all three.

V. INSURANCE

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

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

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

1. Worker’s Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

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

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

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

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

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

VI. BIDDER QUALIFICATIONS

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

A. The ability, capacity and skill of the bidder to perform the contract or provide the service required. The quality of performance of previous contracts or services, either with the City or with other customers. Bidder shall provide a separate representative list of the firm’s current and previous contracts, with a contract person and telephone number, related to the services requested.

B. The total cost of the service to the City of Durango.
VII. BID SUBMISSION

One (1) electronic copy of each proposal shall be submitted and organized in the format indicated below. Electronic copies shall be submitted as a single .pdf file, labeled with the name of the firm. Proposals shall not exceed 20 pages in length. Page limit shall include all required submittals. Each side of each page containing text or images counts as one page. The minimum font size is 12. The City desires submittals that are clear, concise, and specific to the needs and conditions of this project.

A. All bids are to be submitted on the attached Bid sheet and Bid Schedule via: www.bidnetdirect.com/colorado. They must be received by April 4, 2024, 3:00 P.M. (Local Time) prior to bid closing date and time. Late bids will not be accepted.

B. Each contractor shall complete and include the following attached forms with each bid:
   • List of Subcontractors

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

D. Provide a brief company history or work record demonstrating the firm’s ability and experience to perform work complying with the scope of services and specifications in Special Provisions. Include a list of equipment to be used in performing the services required. Include at least three references with contact name, project performed, and telephone number. Attach a copy of any license or certification that is essential to your trade or craft.

All bids must be in compliance with all aspects of this bid package. Any exceptions to the specifications must be attached hereto and may be cause for bid rejection.

The successful Contractor must have or obtain a City Business License prior to the start of the project. The successful Contractor must also complete a W-9 form (Taxpayer Identification No.). The City of Durango is exempt from all local, state and federal taxes.

The City of Durango reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received and to accept any portion of the bid or all items proposed if deemed in the best interest of the City of Durango.
BID

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

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the DRO Commercial Apron Rehabilitation in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project by September 27, 2024. Bidder further agrees to pay shall pay the Contracting Agency the sum of $250.00 for each consecutive calendar days thereafter as liquidated damages, and not as penalty, a sum based on the original contract amount as specified in Invitation to Bid.

Bidder acknowledges receipt of the following Addendum:

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* Insert "a Corporation", "a Partnership", "an Individual", as applicable.

Signature: ___________________________________________

Print Name & Title: ___________________________________

Company: ___________________________________________

Address: ___________________________________________

Telephone: _________________________________________

Email: _____________________________________________
# LIST OF SUBCONTRACTORS

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Attach additional pages if needed
SAMPLE DOCUMENTS

- Notice of Award
- Acceptance of Notice of Award
- Standard Form of Agreement Between City and Contractor for Construction Services
- Notice to Proceed and Acceptance of Notice to Proceed
- Change Order Form
NOTICE OF AWARD
City of Durango, Colorado

Date_________________

CONTRACTOR’S NAME

Re: DRO Commercial Apron Rehabilitation

Dear CONTRACTOR:

You are hereby notified that the City of Durango has accepted your bid for the above-referenced project, dated _______, in the amount of $________. Within fifteen (15) calendar days, you are required to provide the following items to the Financial Services Department, 949 East 2nd Avenue, Durango CO 81301, or email to: alicen.everett@durangoCO.gov

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

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

Sincerely,

Alicen Everett
Buyer, Financial Services
ACCEPTANCE OF NOTICE OF AWARD

Receipt of the Notice of Award is hereby acknowledged on this ___ day of __________, 2024.

By

______________________________

Signature

______________________________

Title

______________________________

Company

Please execute and return this form with the contracts, bonds, Certificates of Insurance, required licenses, and completed W-9 via email to: alicen.everett@durangoCO.gov
STANDARD FORM OF AGREEMENT
BETWEEN
CITY AND CONTRACTOR
FOR
CONSTRUCTION SERVICES

AGREEMENT
Made as of the _______ day of _______________________ in the year 2024

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

And the Contractor:

For the following Project: DRO Commercial Apron Rehabilitation
PART 1
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the following:
(a) This Agreement.
(b) The Invitation for Bids, and all addenda and attachments.
(c) The Contractor’s Bid.
(d) Information for Bidders, if applicable.
(e) Project Special Conditions.
(f) Other documents, plans, or drawings listed in the Invitation for Bids.
(i) Notice of Award.
(j) Acceptance of Notice of Award.
(k) Notice to Proceed.
(l) Change Orders, and
(m) Modifications issued after execution of the Agreement

1.2 All of the above-listed Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Agreement. If there is any conflict between this Agreement and the other Contract Documents, the specifications, terms, and conditions indicated in the Invitation for Bids shall control.

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

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

PART 2
CONTRACT SUM

2.1 The City shall pay the Contractor, in current funds, for the Contractor’s performance of the Contract in the total lump sum amount of $____________, subject to additions and deductions as provided in the Contract Documents.

2.2 Based upon Invoices submitted by the Contractor, the City shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.

2.3 Retainage. The amount to be retained from payments shall be five (5) percent of the value of the completed work, exclusive of payments for materials on hand, but not greater than two and one-half (2.5) percent of the amount of the contract. When the retainage has reached two and one-half (2.5) percent of the amount of the contract, no further retainage will be made, and this amount will be retained.
2.4 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 4. Pursuant to C.R.S. § 24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the City has made lawful appropriations to cover the costs of the additional work. Any change order or directive made by the City requiring additional compensable work to be performed shall be performed at the hourly rates and/or unit pricing set forth in the contractor’s bid and shall be reimbursed at the contractor’s costs on a monthly basis for all additional directed work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the City for the additional compensable work to be performed.

PART 3
SCOPE OF SERVICES

3.1 The Contractor shall execute the entire Scope of Services described in the Bid Documents dated __2/16/2024__, any Addenda issued, and the Contractor’s Bid, submitted __________, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

PART 4
CITY’S RESPONSIBILITIES

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

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

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

PART 5
DATE OF COMMENCEMENT

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

PART 6
TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

6.3 Should the Contractor fail to complete the work within the Contract time, or extension of time granted by the Contracting Agency, the Contractor shall pay the Contracting Agency a sum based on the original contract amount as specified in CDOT Standard Special Provisions, Revision of Section 108 for each consecutive calendar days thereafter as provided in the General Conditions.

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

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

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

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

PART 7
FINAL INSPECTION AND FINAL PAYMENT

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

7.2 Final Acceptance and Final Payment. If the Contractor has completed the Work in a manner finally acceptable to the City (“Final Acceptance”), the City may authorize final payment (“Final Payment”) from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:
(a) The City shall determine that satisfactory and substantial reasons exist for the Final Payment.
(b) The City shall require written approval from any surety furnishing bonds for the Work.
(c) The City may require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers.

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

**PART 8**

**CITY’S RIGHT TO STOP THE WORK**

8.1 If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the City, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

8.2 The City may order the Contractor in writing to suspend all or any part of the Work for such period of time as the City may determine to be appropriate for the City’s convenience.

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

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

**PART 9**

**CITY’S RIGHT TO CARRY OUT THE WORK**

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

**PART 10**

**UNCOVERING THE WORK**

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

10.2 If any other portion of the Work has been covered, the City may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the City by appropriate Change Order. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs
unless it is found that the City caused this condition, in which event the City shall be responsible for the payment of such costs.

**PART 11**

**CORRECTION OF WORK**

11.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.

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

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

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

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

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

**PART 12**

**CHANGES IN THE WORK**

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

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

PART 13
TERMINATION OF AGREEMENT

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

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

PART 14
NONDISCRIMINATION

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

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

PART 15
HOLD HARMLESS/INDEMNIFICATION

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

**PART 16  
INDEMNIFICATION, BONDS, INSURANCE, AND WARRANTIES**

16.1 **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and shall 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.

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

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

**PART 17  
COMPLIANCE WITH LAWS**

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

**PART 18**

**INDEPENDENT CONTRACTOR**

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

**PART 19**

**MISCELLANEOUS PROVISIONS**

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

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

19.3 Contractor shall be required to comply with the City of Durango Code of Conduct and Code of Ethics Policy.

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

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

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

19.6.1 Certificates of Insurance, as required by the Contract Documents
19.6.2 Completed W-9 Form
19.6.3 City of Durango Business License
19.6.4 City of Durango Sales Tax License, as required
19.6.5 Performance Bond, if required
19.6.6 Labor and Material Payment Bond, if required

**PART 20**

**OWNERSHIP**

20.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the City of Durango. Any furnished materials shall remain the property of the City of Durango. All such items shall be delivered to the City of Durango in usable condition after completion of the work, and prior to submission of the invoice for payment.
20.2 Any materials excavated from the project site shall be used on the project where possible. The City reserves the right to maintain possession of any unused excavated materials at the City’s discretion.

**PART 21**

**SEVERABILITY**

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

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

CITY:
CITY OF DURANGO

By: _____________________________
José R. Madrigal
City Manager
949 E 2nd Avenue
Durango CO 81301

ATTEST:

________________________________
Faye Harmer
City Clerk

CONTRACTOR:

(Firm Name: _____________________________)

(doing business as _____________________________)

By: _____________________________
Signature

Title

Date
NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

Re: DRO Commercial Apron Rehabilitation

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is _____________, 2024.

In accordance with the Agreement dated _____________, 2024, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before _____________, 2024.

You are to complete the work by _____________, 2024.

Sincerely,

Alicen Everett
Buyer, Financial Services

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this _____day of ________________, 2024.

By _____________________________________
Title ____________________________________
Company ________________________________

Please complete and return this form within ten days to:
City of Durango
Financial Services Department
949 East 2nd Avenue
Durango, CO 81301
alicen.everett@durangoCO.gov
CHANGE ORDER

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

THE CONTRACT SHALL BE MODIFIED AS FOLLOWS:

JUSTIFICATION:

COST BREAKDOWN:
The original Contract Sum was .......................................................... $
Net change by previous Change Orders/Contract Modifications: .......................................................... $
The Contract Sum prior to this Contract Modification: .......................................................... $
The Contract Sum will be □ increased □ decreased □ unchanged by .......................................................... $
The new Contract Sum including this Contract Modification will be .......................................................... $
The original completion date for the Contract was: ____________________________
The Contract Time will be □ increased □ decreased □ remain the same
The Date of Completion for the Contract therefore is ____________________________.
Contractor agrees to the specific costs herein and waives all rights to any future impact costs directly or indirectly related to or arising from the additional work. The appropriated funds for this project are equal to or exceed the amount of the contract. Pursuant to C.R.S. § 24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the City has made lawful appropriations to cover the costs of the additional work. Any form of order or directive made by the City requiring additional compensable work to be performed shall require the City to reimburse the Contractor for Contractor’s costs at such time as other payments are due under the contract for all additional directed work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the City for the additional compensable work to be performed.

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

By: ____________________________ Date: __________
Contractor

Contractor Print Name / Title

By: ____________________________ Date: __________
Department Project Manager

By: ____________________________ Date: __________
Department Director

By: ____________________________ Date: __________
Finance Director

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

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

__________________________________
City Clerk

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

DROCommercialApronRehabilitation2024 February 20, 2024
Attachments

- Commercial Apron Phasing Plan
- Overall Project Exhibit
- Final Plan Sheet Exhibits
- Typical Spall Repair - Exhibit
- Bid Schedule