



INVITATION FOR BIDS

PROJECT MANUAL

including

**CONTRACT DOCUMENTS, PLANS
and
SPECIFICATIONS**

for the

**Animas River Trail “Segment C”
Rank Park to Memorial Park
Project # 0294**

CITY OF DURANGO, COLORADO

January 6, 2026

City of Durango, Colorado
ADVERTISEMENT FOR BID
Invitation for Bids
Animas River Trail “Segment C”
Rank Park to Memorial Park
Project # 0294

Sealed bids for the **Animas River Trail “Segment C”** project will be received by the City of Durango until **3:00 PM (Local Time) March 2, 2026**.

Introduction: The City of Durango (CoD) invites interested, qualified persons or firms, capable of providing the required service to submit bids for the reconstruction of Animas River Trail “Segment C”, Rank Park to Memorial Park.

Services provided by the Contractor will include but will not be limited to replacement of approximately 2700 feet of Animas River Trail, bridge installation, removal of existing bridge, associated site improvements, landscaping, tree protection as directed by CoD, 3rd party testing, traffic control, and ensuring a clean and safe jobsite.

In addition to the above-mentioned work, the City of Durango is seeking a separate quote for the installation of approximately 2400 LF of 2” fiber conduit and associated pull boxes.

The Contractor shall furnish all labor, materials, tools, transportation, supplies, permits, and safety equipment needed to complete the work in accordance with the contract and the plans.

*This project and all related work are contingent upon budgeting approval by City of Durango.

Project Schedule: Project commences March 12, 2026, or earlier weather permitting. Contractor shall reach substantial completion of project in 250 working days. Project Completion date negotiable in terms of long lead items and the potential for high water.

There will be a mandatory pre-bid conference at 9:00 A.M. (Local Time - MST) on Tuesday, January 27, 2026, to familiarize bidders with the project.

Mandatory pre-bid location:

Community Development Building
215 E. 12th Street
Durango, CO 81301
Pinyon Conference Room

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 proposal is received before the submission deadline. Late proposals 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: January 9, and January 14, 2026.

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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 **Animas River Trail “Segment C” Rank Park to Memorial Park Project # 0294** in accordance with the terms, conditions, and specifications contained in these documents.

Introduction: The City of Durango (CoD) invites interested, qualified persons or firms, capable of providing the required service to submit bids for the reconstruction of Animas River Trail “Segment C”, Rank Park to Memorial Park.

Services provided by the Contractor will include but will not be limited to replacement of approximately 2700 feet of Animas River Trail, bridge installation, removal of existing bridge, associated site improvements, landscaping, tree protection as directed by CoD, 3rd party testing, traffic control, and ensuring a clean and safe jobsite.

In addition to the above-mentioned work, the City of Durango is seeking a separate quote for the installation of approximately 2400 LF of 2” fiber conduit and associated pull boxes.

The Contractor shall furnish all labor, materials, tools, transportation, supplies, permits, and safety equipment needed to complete the work in accordance with the contract and the plans.

*This project and all related work are contingent upon budgeting approval by City of Durango.

Project Schedule: Project commences March 12, 2026, or earlier weather permitting. Contractor shall reach substantial completion of project in 250 working days. Project Completion date negotiable in terms of long lead items and the potential for high water.

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.

This request for proposals and any subsequent addenda will be posted to the Rocky Mountain E-Purchasing System website (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.

There will be a mandatory pre-bid conference at 9:00 A.M. (Local Time - MST) on Tuesday, January 27, 2026, to familiarize bidders with the project.

Mandatory pre-bid location:

Community Development Building
215 E. 12th Street
Durango, CO 81301
Pinyon Conference Room

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).

Question Deadline: February 13, 2026, Time: 3:00 p.m. (Local Time)

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

Final Addendum: February 20, 2026, 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) using the form furnished.

Bid Due Date and Time: March 2, 2026. 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.

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 project documents, 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 sheet and Bid Schedule. All blank spaces for Bid prices must be filled in, and the Bid sheet must be fully completed and executed when submitted. Only one copy of the Bid sheet 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 the contract:

Each bid must be accompanied by an executed Bid Bond from your firm's surety naming the Contracting Agency / Owner in the amount of five percent (5%) of the total amount of the submitted Bid. Bid Bonds will only be accepted, and No U.S. Cash or Cashier Checks will be accepted in lieu of a fully executed surety issued bid bond.

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. Each sub-contractor shall also have a City of Durango business license.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Labor and Material Payment Bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case the Bidder fails to execute the Agreement, the Contracting

Agency reserves the right to exercise its option to consider the Bidder in default, in which case, the Bid Bond accompanying the Proposal shall become the property of the Contracting Agency.

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

The Contracting Agency shall issue the Notice to Proceed within ten (10) calendar days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such a 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 part of either party.

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

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

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

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

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

The 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. The 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, and 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 exception 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

Project Goals	Due Dates
Projects 1st Publication	January 9, 2026
Projects 2nd Publication	January 14, 2026
Mandatory Pre-Bid Conference	9:00 A.M, January 27, 2026 (Local Time)
Location of Pre-Bid	Community Development Building 215 E. 12th Street Durango, CO 81301 Pinyon Conference Room
Contractor Questions Due	February 13, 2026, 3:00 p.m. (Local Time)
Final Addendum Issued by Purchasing	February 20, 2026, 3:00 p.m. (Local Time)
Bid Opening	March 2, 2026, 3:00 p.m. (Local Time)
Notice of Award	Week of March 2, 2026
Notice to Proceed	Week of March 9, 2026
Project Commences	March 12, 2026
Number of Construction Days	250
Project Completion	March 12, 2027

***Notice to Proceed will be given as soon as possible to initiate the procurement process for long-lead items. Working days will not start counting until the beginning of construction on March 1, 2026. Project Completion date negotiable in terms of long lead items and the potential for high water.**

III. SCOPE OF SERVICES

Introduction:

Introduction: The City of Durango invites interested, qualified persons or firms, capable of providing the required service to submit bids for the reconstruction of Animas River Trail "Segment C", Rank Park to Memorial Park. Services provided by the Contractor will include but will not be limited to replacement of approximately 2700 feet of Animas River Trail, bridge installation, removal of existing bridge, associated site improvements, landscaping, tree protection as directed by CoD, 3rd party testing, traffic control, and ensuring a clean and safe jobsite. In addition to the above-mentioned work, the City of Durango is seeking a separate quote for the installation of approximately 2400 LF of 2" fiber conduit and associated pull boxes. The Contractor shall furnish all labor, materials, tools, transportation, supplies, permits, and safety equipment needed to complete the work in accordance with the contract and the plans.

***This project and all related work are contingent upon budgeting approval by City of Durango.**

Project Schedule: Project commences March 12, 2026, or earlier weather permitting. Contractor shall reach substantial completion of project in 250 working days. Project Completion date negotiable in terms of long lead items and the potential for high water.

The construction plans and specifications are included as attachments to this invitation.

Standard Requirements

All improvements shall meet City of Durango standards and comply with project construction drawings and specifications. Specification documents include the City of Durango Parks & Recreation Irrigation and Landscape Standards and Tree Planting Details, and the City of Durango Development Standards for Public Improvements and Construction Specifications.

The selected Contractor shall include a proposed Project Manager. The Project Manager's responsibilities shall include transmitting instructions, receiving information, and coordinating all matters arising pursuant to this contract during all phases of the construction of the project. The Project Manager shall be intimately familiar with the day-to-day construction of the project and the operational activities of the facility.

The selected Contractor shall perform construction services at a high level of proficiency, and be judged by a standard of care, that is consistent with the standards and quality prevailing among first-rate, nationally recognized construction management and general contracting firms of superior knowledge, skills, and experience engaged in projects of similar size and complexity. The selected Contractor shall carry out and complete the work in an efficient, economical, and timely manner, in accordance with the contract documents.

The selected Contractor shall be required to maintain accurate records of project progress and of any meetings and make appropriate distributions of these records if requested. Project construction progress meetings will be held weekly by Contractor at a time and place mutually agreed upon. Contractor shall submit an emailed "end of day" report to the CoD project team summarizing the days activities. The selected Contractor shall also attend any on-call meeting that may be required by the City from time to time in connection with the construction, provided that the selected Contractor has at least 24 hours' notice of such meeting.

The selected Contractor shall take reasonable precautions for the safety of its employees and others, and shall provide reasonable protection to prevent damage/injury or loss to its employees on the project, and others affected thereby, and the work, materials and equipment to be incorporated therein, whether in storage or off the site under care, custody or control of the Contractor team or its Subcontractors, or other property at the site or adjacent thereto including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

The Contractor will coordinate all contract activities and scheduling between the Contractor and sub-contractor(s), as well as ensure that the project work is completed on schedule and within budget. All work is ultimately the responsibility of the Contractor awarded the project, and the oversight and quality control of any work completed by a subcontractor will also be the responsibility of the Contractor. The Contractor must make timely and complete payments to any subcontractors that are hired by the Contractor.

It is the responsibility of the Contractor to immediately inform the City of any discrepancies between the work and the design plans. Additional work performed outside of the plans or specifications will not be paid for without prior approval from the City of Durango.

The schedule will need to be updated, at minimum, weekly during construction, and a current schedule will need to be submitted with any pay request.

Prior to submitting a bid and again prior to starting construction, Bidders/Contractors should review the Project Special Provisions and General Conditions for further and more detailed information related to the project and the contract.

The Bid Schedule is included as an attachment to this invitation and must be completed and returned with the other bid documents. The Bid Schedule is in an Excel Spreadsheet format, and Bidders are encouraged to fill out and return the schedule digitally (it can be saved as either an XLS or PDF file type). Bidders may also print a hard copy of the schedule and return a scanned (PDF) copy, completely filled in, with the other bid documents.

INSURANCE

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

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

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

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

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

D. The policies required above, except for the Workers' Compensation insurance and Employer's Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or

property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

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

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

V. BIDDER QUALIFICATIONS

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

- A. 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 the contract person's telephone number, related to the services requested.
- B. The total cost of the service to the City of Durango

VI. 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.

1. All bids are to be submitted on the attached Bid sheet and Bid Schedule via: www.bidnetdirect.com/colorado. They must be received by **March 2, 2026, 3:00 P.M. (Local Time)** prior to bid opening date and time. Late bids will not be accepted.
2. Each contractor shall complete and include the following attached forms with each bid:
 - List of Subcontractors
 - Statement of Residency Form
3. 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.
4. 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 Rock Ridge Pumpstation Replacement in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project per the contractors submitted and approved schedule. Bidder further agrees to pay as liquidated damages, and not as a penalty, of \$1500 per day for each consecutive working day thereafter as provided in the General Conditions.

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.

- Bidder acknowledges receipt of the following Addendum:

ADDENDUM NUMBER	DATE	ACKNOWLEDGEMENT
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		

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

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

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

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

Signature: _____

Print Name & Title: _____

Email: _____

Company: _____

Address: _____

Telephone: _____

FAX: _____

City of Durango Business License No. _____

(SEAL) - If bid is by a corporation

ATTEST:

Name: _____

(Please type)

Title: _____

LIST OF SUBCONTRACTORS

Contractor _____

1. Subcontractor Name: Specialty: Phone:
Address: Percentage of Contract:
Email:
2. Subcontractor Name: Specialty: Phone:
Address: Percentage of Contract:
Email:
3. Subcontractor Name: Specialty: Phone:
Address: Percentage of Contract:
Email:
4. Subcontractor Name: Specialty: Phone:
Address: Percentage of Contract:
Email:
5. Subcontractor Name: Specialty: Phone:
Address: Percentage of Contract:
Email:
6. Subcontractor Name: Specialty: Phone:
Address: Percentage of Contract:
Email:
7. Subcontractor Name: Specialty: Phone:
Address: Percentage of Contract:
Email:

Attach additional pages if needed

STATEMENT OF RESIDENCY – CITY OF DURANGO

PROJECT – Animas River Trail “Segment C” Rank Park to Memorial Park

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

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

Local Bidder* means:

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

Regional Bidder means:**

A person, partnership, corporation, or joint venture that is authorized to transact business in Colorado and maintains a business office within Region 9 of Colorado.

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

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

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

Firm Name: _____

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

doing business as _____

By: _____
Signature

Title

Date

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

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



NOTICE OF AWARD
City of Durango, Colorado

Date _____

CONTRACTOR'S NAME

Re: **Animas River Trail "Segment C" Rank Park to Memorial Park**

Dear CONTRACTOR:

You are hereby notified that the City of Durango has accepted your bid for the above-referenced project in the amount of \$ _____. Within fifteen (15) calendar days, you are required to provide the following items to the Financial Services Department, via Email bob.grogan@durangoco.gov or mail 949 East 2nd Avenue, Durango, CO 81301:

- 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 a standard certificate is used with such language crossed out, the representative shall **initial and date said deletions**.
- c. Payment and Performance bonds, if required by Request for Proposal/Invitation to Bid;
- d. Proof of Workers' Compensation coverage;
- e. Executed Acceptance of Notice of Award (Page 2 of this Notice of Award); and
- f. Completed W-9.
- 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,

Bob Grogan
Financial Services Department

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the Notice of Award is hereby acknowledged on this ____ day of _____, 2025.

By _____

Signature _____

Title _____

Company _____

Please execute and return this form with the contracts, bonds, Certificates of Insurance, required licenses, and completed W-9 by email to purchasing@durangoco.gov or in one envelope to:

City of Durango
Financial Services Department
949 East 2nd Avenue
Durango CO 81303



949 E 2nd AVENUE
DURANGO CO 81301

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY AND CONTRACTOR
FOR
CONSTRUCTION SERVICES**

AGREEMENT

Made as of the _____ day of _____ in the year 2025

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

And the Contractor:

For the following Project: **Animas River Trail “Segment C” Rank Park to Memorial Park**

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) City of Durango General Conditions and Standard Specifications, if applicable;
 - (f) Special Provisions;
 - (g) Other documents, plans, or drawings listed in the Invitation for Bids;
 - (h) Notice of Award;
 - (i) Acceptance of Notice of Award;
 - (j) Notice to Proceed;
 - (k) Statement of Residency;
 - (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, Request for Proposals, or Request for Professional Services 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. All payments shall be paid no later than thirty (30) days from the receipt of invoice.
- 2.3 Payment terms will be set at Thirty (30) days from project manager acceptance of monthly pay application.
- 2.4 **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 half (2.5) percent of the amount of the contract. When the retainage has reached two and half (2.5) percent of the amount of the contract, no further retainage will be made, and this amount will be retained until such time as final payment is made. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. Section 24-91-103.
- 2.5 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 _____, 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 the Work to be performed.
- 4.2 The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project or Project Documents.

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

PART 5

DATE OF COMMENCEMENT

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

PART 6

CONTRACTOR'S PROJECT SCHEDULE

- 6.1 The Contractor shall provide a Critical Path Method (CPM) schedule ("Project Schedule") covering the duration of the Work, beginning with the receipt of the signed Agreement and concluding with Substantial Completion. The following requirements must be met:
- (a) The Project Schedule shall include design, engineering, agency review, permitting process, construction, and anticipated weather days.
 - (b) The Project Schedule shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work. Each activity shall contain only the Work of a single trade or subcontractor.
 - (c) Each activity shall be less than ten (10) working days in duration. Procurement and material delivery, surveying, and shop drawing approvals may exceed ten (10) working days in duration. Activities exceeding 10 working days in duration shall be separated into two or more individual activities by area, type of work, etc., to allow for effective monitoring of the Work.
 - (d) Each activity shall be cost-loaded. The sum of all cost-loaded activities shall be equal to the Contract Price. Any costs associated with drawings or submittals shall be included in the cost loading of the Work.
 - (e) The Project Schedule must include activities that indicate work by others that may affect the Contractor's Work.
- 6.2 **Adverse Weather Conditions.** Extensions of time based upon weather conditions shall be granted only if the Contractor clearly demonstrates that such conditions were severe, could not have been reasonably anticipated, and that such conditions adversely affect the Contractor's Work and thus require additional time to complete the Work.
- 6.2.1 An adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor and provided to the City within two calendar days. The City will use the written notification in determining the number of calendar days for which Work was delayed during each month.

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

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

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

PART 7

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

7.2 The Contractor will proceed with the work at such a rate or progress to 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.

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

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

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

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

7.3.1.3 Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its

completion may have been extended, will in no way operate as a waiver on the part of the Contracting Agency of any of its rights under the Contract.

PART 8

FINAL INSPECTION AND FINAL PAYMENT

- 8.1 **Final Inspection.** The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion. Within ten (10) working days thereafter, the City shall make a final inspection to determine whether the Work has been completed in accordance with the Contract Documents and shall submit a written list of any defects to the Contractor. The Contractor shall promptly correct any defects without additional cost to the City within ten (10) working days after receipt of the list of defects. If any defects cannot be corrected within ten (10) working days, the Contractor shall initiate corrective measures within said period of ten (10) working days and shall thereafter pursue correction of such defects promptly and with due diligence. The Contractor shall also deliver to the City all guarantees and warranties, all statements to support state sales and use tax refunds, final plan set, record sets, as-constructed plans, geotechnical reports, documentations and calculations, approved shop drawings, and material testing records as a complete package. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter).
- 8.2 **Final Acceptance and Final Payment.** If the Contractor has completed the Work in a manner finally acceptable to the City ("Final Acceptance"), the City may authorize final payment ("Final Payment") from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:
- (a) The City shall determine that satisfactory and substantial reasons exist for the Final Payment;
 - (b) The City shall require written approval from any surety furnishing bonds for the Work;
 - (c) The City may require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers;
 - (d) A notice of the contractor's settlement shall have been published in accordance with C.R.S. §38-26-107.

PART 9

CITY'S RIGHT TO STOP THE WORK

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

- 9.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.
- 9.4 If the City, pursuant to paragraph 8.2, suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price, as applicable.

PART 10

CITY'S RIGHT TO CARRY OUT THE WORK

- 10.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to any other remedies it may have, initiate and complete the necessary work to cure such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to the 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 11

UNCOVERING THE WORK

- 11.1 If any portion of the Work should be covered contrary to the request of the City or contrary to requirements specifically expressed in the Contract Documents relative to inspection by the City, it must, if required in writing by the City, be uncovered for its observation and inspection and shall be replaced at the Contractor's expense.
- 11.2 If any other portion of the Work has been covered, the City may request to see such Work, and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the City by an 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 12

CORRECTION OF WORK

- 12.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.
- 12.2 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City's additional services made necessary thereby. This obligation shall survive the termination of the Contract. The City shall give such notice promptly after discovery of the condition.
- 12.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the City waives such removal, in writing.
- 12.4 If the Contractor fails to correct defective or non-conforming Work, the City may correct it in accordance with Part 9 (City's Right to Carry Out the Work).
- 12.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City, the City may remove such work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after billing from the City for such costs, the City, upon ten (10) additional days' written notice, may sell such Work (materials and equipment) at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the City's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor, and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City by way of reimbursement.
- 12.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal, unless in the City's sole discretion, the City agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

PART 13

CHANGES IN THE WORK

- 13.1 The City may, from time to time, by written notice to the Contractor, extend the Start or Completion Dates or make changes in the Work necessary or convenient to accomplish the purpose intended by the Contract Documents. The City shall have such further authority, if any, as may be specifically granted or authorized by the City to initiate or process administrative Change Orders affecting the price or quantity of the Work to be performed. A Change Order is a

written order to the Contractor signed by the City, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Completion Date or Contract Price. By signing the Change Order, the Contractor indicates agreement with the Change Order, including, without limitation, the adjustment in the Contract Price or the Period of Performance set forth within such Change Order. The Contractor agrees to minimize the cost of all Change Orders to the extent possible.

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

PART 14

TERMINATION OF AGREEMENT

- 14.1 This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 14.2 This Agreement may be terminated by the City upon at least seven (7) days' written notice to the Contractor in the event that the Project is permanently abandoned, or in the event circumstances dictate that the project be terminated at the discretion of the City.

PART 15

NONDISCRIMINATION

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

PART 16

HOLD HARMLESS/INDEMNIFICATION

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

PART 17

BONDS, AND INSURANCE

- 17.1 **Performance and Payment Bonds.** For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall be delivered to the City's Purchasing Agent prior to the commencement of the Work and shall remain in effect for one year from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.
- 17.2 **Insurance.** The Contractor and any subcontractors or subconsultants shall purchase and maintain insurance coverage in a company or companies licensed to do business in the State of Colorado in not less than the minimum limits set forth in the Invitation for Bids. Certificates evidencing such coverage shall be delivered to the City's Grants/Contracts Division prior to the start of Work. Such certificates shall name the City of Durango as the insured and shall further provide that coverage may not be discontinued or materially modified without at least 15 days prior written notice to the City of Durango.

PART 18

COMPLIANCE WITH LAWS

- 18.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the

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

PART 19

INDEPENDENT CONTRACTOR

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

PART 20

MISCELLANEOUS PROVISIONS

- 20.1 This Agreement shall be governed by the laws of the State of Colorado.
- 20.2 The City and the Contractor respectively bind themselves, their partners, agents, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, agents, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.
- 20.3 Contractor shall be required to comply with applicable safety regulations.
- 20.4 This project is being conducted in accordance with the City of Durango Purchasing Policy.
- 20.5 Prior to the start of any phase of Work, the following documents must be on file in the City's Purchasing Department.
- 20.5.1 Certificates of Insurance, as required by the Contract Documents
 - 20.5.2 Completed W-9 Form
 - 20.5.3 City of Durango Business License
 - 20.5.4 City of Durango Sales Tax License, as required
 - 20.5.5 Performance Bond, if required
 - 20.5.6 Labor and Material Payment Bond, if required

PART 21

OWNERSHIP

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

(This section intentionally left blank)

PART 22

SEVERABILITY

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

(SEAL)

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

ATTEST:

Faye Harmer
City Clerk

CONTRACTOR:

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

Firm Name: _____

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

doing business as _____

By: _____ Signature

Title

Date

NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

Re: Animas River Trail “Segment C” Rank Park to Memorial Park

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is _____, 2025.

In accordance with the Agreement dated _____, 2025, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before _____, 2025.

You are to complete the work within _____ working days after the Notice to Proceed; therefore, the date of completion of all Work is TBD, 2025.

Sincerely,

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this _____ day of _____, 2025.

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

CHANGE ORDER

Project/Contract Name:

Acct. #

Department:

Staff Contact:

Contractor Name:

Purchase Order #:

Address:

Original Contract Date:

Change Order Number:

THE CONTRACT SHALL BE MODIFIED AS FOLLOWS:

JUSTIFICATION:

COST BREAKDOWN:

The original Contract Sum was \$

Net change by previous Change Orders/Contract Modifications.....\$

Contract Sum prior to this Contract Modification\$

The Contract Sum will be ☐ increased ☐ decreased ☐ unchanged by\$

The new Contract Sum including this Contract Modification will be.....\$

The original completion date for the Contract was:

The Contract Time will be ☐ increased ☐ decreased ☐ remain the same

The Date of Completion for the Contract therefore is .

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

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

By: _____ Date: _____
Contractor

Contractor Print Name / Title

By: _____ Date: _____
Department Project Manager

By: _____ Date: _____
Department Director

By: _____ Date: _____
Finance Director

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

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

City Clerk

City Clerk – please route to Accounts Payable

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