CITY of DURANGO
FINANCIAL SERVICES

INVITATION FOR BIDS

PROJECT MANUAL

including

CONTRACT DOCUMENTS
and
SPECIFICATIONS

for the

Durango-La Plata County Airport
Taxiway A, North and South GA Apron Pavement Maintenance

CITY OF DURANGO, COLORADO

January 14, 2026

City of Durango, Colorado
ADVERTISEMENT FOR BIDS
Durango La Plata County Airport Taxiway A, North and South GA Apron Pavement Maintenance

Sealed bids for the **Durango La Plata County Airport** Taxiway A, North and South GA Apron Pavement Maintenance will be received by the City of Durango until **3:00 PM (Local Time) on February 26, 2026.** The City of Durango invites interested, qualified persons or firms, capable of providing the required service to submit bids for the Taxiway A, North and South GA Apron Pavement Maintenance.

Site visits may also be arranged if desired via the below contact:
Brad Riddle – bradley.riddle@durangoco.gov
Office: 970 – 382 –6068
Cell: 970 – 764 –7492
Brad will be on scheduled vacation from February 5th – 14th to arrange site visits during this time please contact the Airport Duty Phone at 970-759-4342

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: January 14 & 16, 2026.

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I. Invitation for Bids

The City of Durango Colorado, by and through its Purchasing Department, invites interested, qualified bidders, capable of providing the required services, to submit bids for **Durango La Plata County Airport Taxiway A, North and South GA Apron Pavement Maintenance** 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: Cleaning and sweeping, crack sealing, applying asphalt rejuvenator and restriping per existing layouts.

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 (RMEPS) 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.

Site visits may also be arranged if desired via the below contact:
Brad Riddle – bradley.riddle@durangoco.gov
Office: 970 – 382 –6068
Cell: 970 – 764 –7492
Brad will be on scheduled vacation from February 5th – 14th to arrange site visits during this time. Please contact the Airport Duty Phone at 970-759-4342

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 12, 2026 Time: 3:00 p.m. (Local Time)

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

Final Addendum: February 19th , 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: February 26, 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.

II. <u>Instructions to Bidders</u>

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 an executed Bid Bond from your firms 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 **<u>must</u>** 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 three (3) 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

Projects 1st Publication	**January 14, 2026**
Projects 2nd Publication	**January 16, 2026**
Non Mandatory Pre-Bid Conference	**N/A**
Contractor Questions Due	**February 12, 2026, 3:00 p.m. (Local Time)**
Final Addendum Issued by Purchasing	**February 19, 2026, 3:00 p.m. (Local Time)**
Bid Opening	**February 26, 2026 3:00 p.m. (Local Time)**
Notice of Award (estimated):	**March 12, 2026**
Notice to Proceed (estimated	**May 1, 2026**
Project Commences	**May 2026**
Number of Construction Days	**35 Calendar Days**
Project Completion	**June 31, 2026**

III. Scope of Services

The City of Durango invites interested, qualified persons or firms, capable of providing the required service to submit bids to furnish and apply crack seal and seal coat and restripe to the Airport's North and South General Aviation (GA) Aprons and Taxiway A. This project will also include a full remarking of the previously named aprons and taxiway per aircraft design group III pavement marking specifications. Quantities shown are estimates only. All project areas are located within the boundaries of the Durango La-Plata County Airport property.

- Clean and fill all cracks
- Seal coat
- Temporary striping
- Removal of existing movement area boundary markings on South GA Apron and Taxiway A at A7 runup area
- Survey for the replacement of the new movement area boundary
- Temporary pavement markings
- Permanent pavement markings

IV. Schedule, Phasing, and Quantities and Coordination

Construction Schedule and Timeframe: the contractor will have 28 Calendar Days to reach substantial completion for the entire project. See break out below, per bid schedule:

- **Base Bid - (28 Calendar Days) + 7 Calendar days at a later date for Final Permanent Striping**:
  - Crack Seal Application: a rolling closure will be allowed for the crack seal application across multiple phases. Crack seal may be applied across multiple or all phases before seal coat application. This scheduling will be coordinated with the contractor and the airport.
  - Crack seal and seal coat may be done phase by phase if contractor chooses to do so.
  - Temporary striping should be done as soon as practical after seal coat to limit the period of time the taxiway is without striping
  - Two proposed phasing plans are provided below; either option may be selected individually, or a combination of both can be negotiated based on project needs and agreement between the airport and the contractor.

  - Option 1 (Exhibit A) - Crack Seal, Seal Coat, and Temporary Markings Application:
    - Phase I (North GA Apron through A2) – 2 Calendar Days
    - Phase II (A2 to South GA Apron Midpoint) – 2 Calendar Days
    - Phase III (South GA Apron Midpoint to A4) – 2 Calendar Days
    - Phase III (A4 to Taxiway A South End) – 2 Calendar Days

  - Option 2 (Exhibit B) - Crack Seal, Seal Coat and Temporary Markings Application:
    - Phase I (North GA Apron through A1) – 2 Calendar Days
    - Phase II (A1 through A2) – 2 Calendar Days
    - Phase III (A2 to South GA Apron Midpoint) – 2 Calendar Days
    - Phase IV (South GA Apron Midpoint through A3) – 2 Calendar Days
    - Phase V (A3 through A4) – 2 Calendar Days
    - Phase VI (A4 to Taxiway A South End) – 2 Calendar Days

TECHNICAL SPECIFICATIONS FOR MAJOR BID ITEMS

Reference Appendix A for the following Technical Specifications:

1. P-605 (Crack Seal and Gap Mastic)
2. P-608 (Seal Coat)
3. P620-5.1 Pavement Marking Removal
4. P-620 (Pavement Marking)

AIRPORT REQUIREMENTS

1. **Coordination**

   During construction, airport operational safety is of paramount importance. Coordination of project information to all individuals involved with the project is essential for ensuring safe operations are maintained at all times. To minimize the potential for incidents during construction, it is imperative that all individuals involved with the project and or airport users be kept informed of any and all changes to operations. Discussions of operational safety will need to take place throughout the entire life of the project. The Airport is ultimately responsible for the safety at the airport. Notice to users of operational changes due to construction will be issued via NOTAM's by the Airport. No surface closures will be permitted without the pertinent NOTAM in place for each specific closure. Emergency access for both Aircraft Rescue and Fire Fighting (ARFF) and off airport based emergency services shall be maintained at all times.

The Airport will be responsible for closures of Taxiways and Aprons, placing and removing barricades, and issuance of notices to users.

A pre-construction meeting will be held after the project has been awarded and prior to the Contractor beginning work or staging major material and equipment on-site. Operational safety during this project will be a main topic of discussion at the pre-construction meeting.

2. Airport Badges

The project area is located within the Airport security fence and some contractors will need to acquire an airport security badge. One badged individual can escort up to 6 vehicles and/or 10 individuals. Badges must be acquired prior to the start of any maintenance work.

3. Airport Operations Area (AOA) Driving Privileges

All employees must attend an airport driver training class prior to driving in the AOA. Any driver can have his/her driving privileges revoked at the direction of the Airport. All drivers must have a valid driver's license.

4. Marking and Lighting of Vehicles

All vehicles operating within the AOA must clearly identify themselves for control purposes. The identification symbols should be a minimum of 8-inch block type characters of contrasting colors and easy to read. To operate within the AOA during daylight hours, the vehicle must have a flag or yellow flashing light attached to it. Any vehicle operation within the AOA during hours of darkness or reduced visibility must be equipped with a yellow flashing flight. Flashing lights must be mounted on the uppermost part of the vehicle structure. Flags shall be at least 3-foot by 3-foot square having a checkered pattern of international orange and white squares at least 1 foot on each side.

5. Construction Parking

Staging areas will be provided, and their location will be coordinated with the Contractor prior to the job commencing. Construction employee's personal vehicles must be parked outside of the AOA and the employee must be driven to the project site. Construction equipment parking will be allowed at the contractor's staging area. No equipment or material shall be parked or stored in any runway or taxiway safety area or Object Free Area.

6. Foreign Object Debris (FOD) Management

The presence of FOD on the airfield is a significant safety concern, as debris can be ingested into an aircraft's engine causing extensive damage or can be launched across the airfield by jet blast, potentially causing extensive damage or damaging other aircraft. Materials capable of creating FOD must be continuously removed during the construction project. The Contractor is required to keep all areas within the construction site free from FOD at all times. The Contractor is required to maintain FOD control continually and to the satisfaction of the Airport. FOD control measures shall include the use of power brooms, manual removal, as well as any other means deemed necessary. Prior to opening any pavement to aircraft, the Contractor shall conduct a sweep of the pavement to verify that it is FOD free.

7. **Inspections**
   Inspections shall be conducted daily and more frequently as necessary by Airport personnel to ensure compliance with FAA and safety requirements. Prior to leaving the jobsite each day, the Contractor must contact the Airport for an end of day inspection. Additionally, final inspections shall be conducted prior to opening any airfield pavements and after every construction phase is complete. The final inspection should be completed with the Contractor and Airport representatives.

A site visit is highly recommended prior to placing a bid in order to inspect the work area, and to determine dimensions and materials prior to bid. Site visits will be scheduled based upon requests from prospective bidders. Site visits will not be scheduled closer than seven (7) calendar days prior to bid opening.

The successful bidder shall attend a preconstruction meeting (or conference call) prior to commencing work. Scheduling will be one of the pre-construction meeting topics. Should there be any delays or changes in the schedule, an Airport representative must be advised 24 hours before any delays or changes.

The bid shall remain firm for the entire project period. Scheduled work shall be coordinated with the Airport Operations Division prior to start of work.

All measurements are approximate. Contractor will be paid actual quantities of material installed that meet the specifications (Appendix A). The Contractor will not be allowed to go over estimated quantities provided in the bid.

Contractor must provide all materials, equipment, and personnel necessary to perform the required services.

All supplies and materials used by the contractor shall be new. The contractor shall warrant that workmanship and furnished and installed materials that are free from defects for at least one (1) year. Furthermore, the contractor shall replace or repair any part that has failed under normal operation within that warranty period at NO additional cost to the City of Durango or the Durango La-Plata County Airport.

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 contact 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 **February 26, 2026, 3:00P.M. (Local Time)** prior to bid opening 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 an executed Bid Bond from your firms 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.

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 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 **Durango La Plata County Airport Taxiway A, North and South GA Apron Pavement Maintenance** 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 November 29, 2025. Bidder further agrees they 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:

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.

Signature: ____

Print Name & Title: ____

Company: ____

Address: ____

Telephone: ____

Email: ____

LIST OF SUBCONTRACTORS

1	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
2	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
3	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
4	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
5	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
6	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
7	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail

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

CITY of DURANGO

FINANCIAL SERVICES

NOTICE OF AWARD

City of Durango, Colorado

Date__________________

CONTRACTOR'S NAME

Re: **Durango La Plata County Airport Taxiway A, North and South GA Apron Pavement Maintenance**

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, 949 East 2nd Avenue, Durango CO 81301:

a. Executed Agreement/Contract
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.
f. Completed W-9.

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,

Tyler Dorsey

Purchasing Administrator, Financial Services

Enclosures: Agreement/Contract, W-9 Form

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the Notice of Award is hereby acknowledged on this ____ day of __________, 2026.

By ____

Signature ____

Title ____

Company ____

Please execute and return this form with the contracts, bonds, Certificates of Insurance, required licenses, and completed W-9 in one envelope to:

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

STANDARD FORM OF AGREEMENT

BETWEEN

CITY AND CONTRACTOR

FOR

CONSTRUCTION SERVICES

AGREEMENT

Made as of the _______ day of _______________________ in the year 20__

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

And the Contractor:

For the following Project: **Durango La Plata County Airport Taxiway A, North and South GA Apron Pavement Maintenance**

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 **$000,000.00**, 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 City shall retain 2.5% of the total contract value until such time as acceptance of the work occurs and the final payment becomes due. The retention shall be withheld at a rate of 5% from payments for work completed until 2.5% of the total contract value has been retained. Thereafter no further retainage will be due or withheld from payments for completed work. This retainage schedule is in lieu of CDOT Standards Specifications (2023) Section 109.06. 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 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 insure 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 the 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 Sales Tax License, as required
- 19.6.4 Performance Bond, if required
- 19.6.5 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

(SEAL)

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

CITY of DURANGO
FINANCIAL SERVICES

NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

Re: **Durango La Plata County Airport Taxiway A, North and South GA Apron Pavement Maintenance**

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is _______________, 2026.

In accordance with the Agreement dated _____________, 2026, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before ___________, 2026.

You are to complete the work by June XX, 2026.

Sincerely,

Tyler Dorsey,

Purchasing Administrator, Financial Services
City of Durango

CITY of DURANGO
FINANCIAL SERVICES

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this _____day of ___________,2026.

By _____________________________________

Title ____________________________________

Company ________________________________

Please complete and return this form within ten days to:

City of Durango
Financial Services Department
949 East 2^{nd} 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

ATTACHMENTS

- Phasing Plan
- Technical Specifications
- Demolition, Striping Plan, and Survey Coordinates
- Bid Sheet