



INVITATION FOR BIDS

PROJECT MANUAL

including

CONTRACT DOCUMENTS and SPECIFICATIONS

for the

Rotary Park Restroom

CITY OF DURANGO, COLORADO

March 27, 2020

**City of Durango, Colorado
ADVERTISEMENT FOR BIDS
INVITATION FOR BIDS
Rotary Park Restroom**

Sealed bids for the **Rotary Park Restroom Project** will be received by the City of Durango until **3:00 PM (Local Time) on May 7, 2020**. The City of Durango invites all interested, qualified persons, firms, companies and/or teams capable of providing the required services to submit proposals for the installation of a masonry restroom facility, asphalt parking, curb and gutter, concrete paving, landscape and irrigation. The City is requesting proposals from a proven company capable of supplying and installing this project per plans.

There will be a non-mandatory pre-bid online/phone conference at 2:00 p.m. on Thursday April 9, 2020 (Local Time) Contact options below:

Meeting Information

Meeting link:

<https://cityofdurango.webex.com/cityofdurango/j.php?MTID=mc4e7f5a9f208c2da6b134e369ced3871>

Meeting number:

800 548 893

More ways to join

Join by phone

+1-415-655-0001 US TOLL

Access code: 800 548 893

This online/phone conference is to familiarize bidders with the project.

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.DurangoGov.org. 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: 3/28 & 4/1, 2020

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- 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

I. INVITATION

The City of Durango invites all interested, qualified persons, firms, companies and/or teams capable of providing the required services to submit proposals for the installation of a restroom facility, asphalt parking, curb and gutter, sidewalk, landscape and irrigation at Rotary Park in Durango, Colorado. The City is requesting proposals from a proven company capable of supplying and installing this project per plans.

Bids will be received by the City of Durango (herein called the “Contracting Agency”) until **May 7, 2020 at 3:00 PM (Local Time)**. Bids must be delivered electronically, via Rocky Mountain E-Purchasing Systems (RMEPS), 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.

There will be a non-mandatory pre-bid online/phone conference at 2:00 p.m. on Thursday April 9, 2020 (Local Time) Contact options below:

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This online/phone conference is to familiarize bidders with the project.

Each bidder, before submitting his bid, shall become fully informed as to the extent and character of work required. All questions must be submitted in writing via RMEPS, www.bidnetdirect.com/colorado, prior to the deadline stated in the Bidding Procedure Timetable. The City will respond to all questions in the form of an Addendum uploaded to www.bidnetdirect.com/colorado.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, 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 returned unopened. 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.

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.

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.

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

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

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

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

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

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 his 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 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.

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 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.

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

City of Durango Standard Agreement is provided herein, is for reference only, and is non-negotiable.

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

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

c. Contractor will be evaluated based on project price and past work history that is relevant to the size and scope of the given project. References will be contacted to determine the quality of work performed. Contractor will also be evaluated based on selected Subcontractors and their work history with the City of Durango. The City of Durango reserves the right to reject any and all bids based on lack of relevant work history or poor reference referral.

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

It is the intent of the City to negotiate a fixed sum contract for supply and installation with the selected company, to include the work defined in this document.

II. BACKGROUND

Rotary Park is located along the Animas River Trail on East 2nd Avenue just North of E. 15th Street. This beautiful pocket park serves as a wonderful gathering and performing location, at the existing gazebo, for small events. The proposed plan will install a new restroom to better service these gatherings. The existing restroom at this park is poorly located to best meet the needs of the users and is in need of repairs. The existing gazebo is in need of some cosmetic work, due to aging and weathering. This work will be covered by a \$12,000.00 allowance shown on the bid tab. Sitework will be limited to the existing parking area. The existing turf area within the park is to remain undisturbed.

III. SCOPE OF SERVICES

The project will be awarded to a single Contractor team with work to occur with appropriated 2020 funds. The scope of work for the Contractor team will be in accordance with construction drawings, project specifications and City standards, as follows:

Rotary Park Restroom and Improvements:

The Contractor shall construct all components shown on the construction drawings and specifications including, but not limited to 625 sq. ft. restroom facility, 11,800 sq. ft. of 4" asphalt parking lot replacement, 1,300 sq. ft. of concrete paving, curb and gutter, revegetation and landscaping. In addition, some cosmetic work on the existing structure shall be completed. The improvements to the gazebo will be covered under the identified allowance in the Bid Tab.

Project Scheduling:

Construction on the Rotary Park Restroom can begin immediately upon the project commencement date. The start date is tentatively scheduled for June 8, 2020. Final scheduling will be coordinated with the awarded contractor to ensure completion 60 construction days after the negotiated commencement date.

A1. Construction Services

The following services are to be provided from the execution of a Notice to Proceed with construction through Final Completion of Construction (and 1 year warranty):

Furnish materials, staff, equipment, expertise, project management, supervisory services, and support services necessary to construct the project as defined by the

Contract Documents and in accordance with the approved contract and final construction schedule. **Bid Proposal is to be a lump sum amount.**

B.1 Allocation of Costs - Categories of Construction Costs

In developing the lump sum price for the project, construction related costs will be allocated into these four categories:

Contractor Fee;

General Conditions/General Requirements;

The work defined by the drawings and systems narrative;

Performance and Payment Bond premiums, Builder's Risk Insurance premiums paid by the Contractor and cost of any required permits not waived by the City.

The break-out below will be used as a basis of comparing Contractor team Bid proposals in an equivalent manner. Questions about items not listed in this Invitation to Bid should be directed to the City for clarification.

B.1.1 Costs to be Included in Contractor Fee:

Costs which will be considered as included in the Contractor Fee include all items listed below:

- Scheduling and accounting services provided during construction;
- Timekeepers or other accounting personnel;
- Project Executives and other non-project management personnel;
- Contractor's professional liability insurance premiums;
- Any lodging, travel or food expense of Contractor's staff and employees, unless specifically requested by the Owner;
- All reproduction of construction documents for the project;
- Legal fees;
- Equipment maintenance costs for any Contractor-owned equipment;
- Costs associated with any corrective work, during construction or within warranty;
- Contractor profit.

B.1.2 Costs to be included in General Conditions/General Requirements:

Costs which will be considered as included in the General Conditions/General Requirements include all items listed below:

- Employee costs (excluding bonuses or profit-sharing allocations) for personnel directly assigned to or performing management or supervisory work on the project, including General Superintendent,

Project Superintendent, Project Manager, Project Engineer, and Project Coordinator/Administrator;

- Costs for establishment and maintenance of a jobsite construction office including:
- Costs for site layout (Owner's survey data will be made available to the Contractor);
- Costs for periodic (minimum weekly) job-site clean-up, trash collection and trash removal;
- Temporary improvements related to maintaining public access around the site;
- Temporary toilets used by construction personnel;
- Jobsite construction fencing, storage or tool trailers, etc.;
- Jobsite communications (mobile phones, etc.);
- All required permits, impact fees & tap fees not waived by the City;
- Stormwater Management Plan Permit and all costs associated with this item;
- Mailing and shipping of shop drawings, samples, etc.;
- Final clean-up;
- Assistance in start-up and owner orientation for all electrical HVAC and irrigation system;
- Facilitation of a weekly construction progress meeting;
- Maintenance of an accurate construction schedule.

B.1.3 Costs to be included in the Work

Lump sum price to include items, quantities, units, unit costs and extended costs for those elements deemed necessary to construct the project. The unit costs shall be used if any adjustments or changes are required to the General Conditions.

Costs included in this category include:

All labor, materials, tools, equipment, delivery, handling and storage expenses, and supplier and subcontractor mark-ups for management, overhead and profit to meet the requirements of the construction documents.

B.1.4 Bonds, Insurance, and Permits

Lump sum price to include, final costs for Contractor Performance and Payment Bonds, Workers' Comp, General Liability, and Builder's Risk insurance premiums (as required), and any necessary project permits not already secured by the City, will be prepared by the Contractor and

identified separately as line items apart from General Conditions, Fee and the other costs of the work.

All improvements shall meet City of Durango standards and comply with project construction drawings and specifications.

The selected Contractor team 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 day-to-day construction of the project and operation activities of the facility.

The selected Contractor Team 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 team shall carry out and complete the work in an efficient, economical and timely manner, in accordance with the contract documents.

The selected Contractor team shall be required to record minutes of progress meetings and make appropriate distributions. Monthly project construction progress reports containing all relevant information shall be prepared by the selected Contractor team and be provided to the City at least two (2) days prior to each monthly meeting, together with a list of agenda items for the meeting. The selected Contractor team 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 team has at least 24-hours' notice of such meeting. The selected Contractor team shall provide to the City, for its planning, budgeting and financing purposes, monthly estimates of the dates for Substantial Completion, testing, and Final Completion.

The selected Contractor team 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 selected Contractor shall warrant that all materials and equipment purchased by the Contractor for the project shall be new unless otherwise specified, of good quality, in conformance with this contract, and free from defective workmanship and materials. Warranties shall commence on the date of Final Completion of the work or of a designated portion. The construction of the project shall be expressly warranted against any defects in materials or workmanship which occur, appear, or result for a period of one (1) year

following the actual Final Completion. Under this warranty, the selected Contractor shall make good, without delay and at its own expense, any failure of any part of the work due to faulty materials or manufacturer's construction or installation or the failure of any equipment to perform in accordance with the requirements of the contract documents.

IV. ATTACHMENTS

Appendix A: General Conditions

Appendix B: Construction Document Plans

Appendix C: Construction Document Specifications

Appendix D: Bid Schedule

Appendix E: City of Durango Irrigation and Landscape Standards

V. INSTRUCTIONS TO BIDDERS

The bid shall remain firm for the entire project period. Contractor must provide all materials, equipment, and personnel necessary to perform the required services.

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

A Performance Bond and a Labor and Material Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, 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 Bid must provide information on three (3) recent projects, similar in size and scope, completed by the contractor. Information for each project to be on one (1) 8.5" x 11" page. Sheet to include project images, owner, owner representative contact, final cost and summary of 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.

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 his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Contracting Agency.

VI. SCHEDULE

Projects 1 st Publication	March 28, 2020
Projects 2nd Publication	April 1, 2020
Non-Mandatory Pre-Bid Meeting	There will be a non-mandatory pre-bid online/phone conference at 2:00 p.m. on Thursday April 9, 2020 (Local Time) Contact options below: Meeting Information Meeting link: https://cityofdurango.webex.com/cityofdurango/j.php?MTID=mc4e7f5a9f208c2da6b134e369ced3871 Meeting number: 800 548 893 More ways to join Join by phone +1-415-655-0001 US TOLL Access code: 800 548 893 This online/phone conference is to familiarize bidders with the project.
Contractor Questions Due	April 24, 2020 3:00 p.m. (Local Time)
Final Addendum Issued by Purchasing	May 1, 2020 4:30 p.m. (Local Time)
Bid Opening	3:00pm, May 7, 2020 3:00 p.m. (Local Time)
Notice of Award	Estimated May 15, 2020
Notice to Proceed	Estimated May 29, 2020
Project Commences	June 8, 2020 – To be negotiated with awarded contractor
Number of Construction Days (exclusive of holidays, weekends)	60 Days
Project Completion	September 1, 2020

VII. 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 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, 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.

VIII. ILLEGAL ALIEN CERTIFICATION

Per State Statute, all City of Durango contracts for services are now required to include certification that the contractor does not knowingly contract with illegal aliens. HB 1343 requires certification from the contractor that the contractor has registered with, or certified that they are in compliance with, the E-Verify Program, formerly known as the Basic Pilot Program. While this program is not new, it is unknown to most people doing business with municipalities in the State of Colorado. The E-Verify Program is a free program run by the Federal Government within the Department of Homeland Security. The program requires an employer to apply for entry into the program and make certain agreements with the Department of Homeland Security and Social Security programs. An employer must apply to participate in the E-Verify Program over the internet. Following is the website: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. A set of instructions will appear, and the applicant should follow those instructions to apply.

Therefore, effective immediately, every Successful Contractor shall be required to:

- 1) Fill out the Certification Statement Regarding Illegal Aliens form and return it to the City of Durango Grants/Contracts Division, and
- 2) Apply to participate in the E-Verify Program with the Division of Homeland Security.

The City will not make payments on any contract until the required form is on file in the office of the Purchasing Agent.

IX. BIDDER QUALIFICATIONS

In determining a responsible bidder, consideration shall be made utilizing the criteria identified in the following matrix. Deficiency in any of the areas listed below may be adequate cause for bid rejection.

Contractor Qualifications and Capacity	
	Ability, capacity and skill of the Contractor, and subcontractors, to perform the construction scope of work. Identify key staff members, their respective roles and responsibilities and their related experience and qualifications. Include resumes of key individuals such as project manager, and project construction superintendent. Outline the company’s current volume of work and the volume of work of any subcontractors.
	Relevant experience - 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 projects or other relevant projects. Include the following information: <ul style="list-style-type: none"> • Size and description • Cost range of project • Name and contact information of the owner representative for whom the work was done • Sub-contractors used
	Team composition – Identify all sub-contractors on the attached subcontractor bid list.
Project Understanding	The demonstrated ability of the Contractor and sub-contractors/suppliers to manage the project and to perform the work within the allotted budget scope and schedule.
Construction Cost Proposal	Cost for scope of work identified in this Invitation For Bids.

X. BID SUBMISSION

- Submit Bids electronically via www.bidnetdirect.com/colorado prior to deadline. All Bid proposals must be made on the required Bid form. **Please submit all your required documents in a single pdf file in the bidder’s company name.**
- Bids are to be completed on the form furnished and any exceptions to the specifications must be attached hereto and made a part of the contract. Retain one copy for your records.
- Successful Contractor must have or obtain a current City Business License upon award.

- Successful Contractor must complete a W-9 form (Taxpayer Identification No.) upon award.
- 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.

(The remainder of this page is left blank intentionally)

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 Rotary Park Restroom 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.

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 specified in the Bid or \$500 per day if not specified in the Bid for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.

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 no later than September 1, 2020.

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.

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: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

City of Durango Business License No. _____

(SEAL) - if bid is by a Corporation

ATTEST:

Name: _____

(Please type)

Title: _____

(end of bid schedule)

LIST OF SUBCONTRACTORS

Contractor _____

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

NOTICE OF AWARD
City of Durango, Colorado

Date _____

CONTRACTOR'S NAME

Re:

Dear CONTRACTOR:

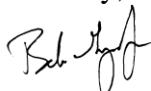
You are hereby notified that the City of Durango has accepted your bid for the above-referenced project in the amount of \$.

Within fifteen (15) calendar days, you are required to provide the following items to the Grants/Contracts Division, 949 East 2nd Avenue, Durango CO 81301:

- a. Executed Agreement/Contract (2 originals);
- b. Certificates of Insurance **NAMING THE CITY OF DURANGO AS AN ADDITIONAL INSURED** 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 (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, Jr
Buyer
Grants/Contracts Division

Enclosures: Agreement/Contract, W-9 Form

ACCEPTANCE OF NOTICE OF AWARD

CONTRACTOR'S NAME

Re:

Receipt of the Notice of Award is hereby acknowledged on this ____ day of _____, 2020.

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
Grants/Contracts Division
949 East 2nd Avenue
Durango CO 81301



Grants/Contracts Division
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 2020

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

And the Contractor:

For the following Project: **Rotary Park Restroom**

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;
 - (e) City of Durango General Conditions and Standard Specifications;
 - (f) Other documents, plans, or drawings listed in the Invitation for Bids;
 - (g) Bid Bond;
 - (h) Performance Bond and Labor and Material Payment Bond;
 - (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.
- 1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. Except as provided herein, this Contract may not be modified or amended except by written agreement signed by the parties.
- 1.4 The Agreement is this executed Standard Form of Agreement between City and Contractor.

PART 2
CONTRACT SUM

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

- 2.2 Based upon Invoices submitted by the Contractor, the City shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.
- 2.3 **Retainage.** The amount to be retained from payments shall be five (5) percent of the value of the completed work, exclusive of payments for materials on hand. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. Section 24-91-103.
- 2.4 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 2.1. 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 direct 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 Invitation for Bids, dated _____, any Addenda issued, and the Contractor's Bid, dated _____, 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
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 follow 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 the (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 required 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 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

- 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 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.
- 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 specified in the Bid or \$500 per day if not specified in the Bid for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.

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 Landscape Architect/Project Manager.

(A) To any preference, priority or allocation order duly assigned by the Contracting Agency.

(B) 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.

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 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 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 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 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 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 Order 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.

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 bonafide 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 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.
- 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 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 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 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 Illegal Alien Certification Form
 - 20.5.6 Performance Bond, if required
 - 20.5.7 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.

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 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: _____
Amber K. Blake
Interim City Manager
949 E 2nd Avenue
Durango CO 81301

(SEAL)

ATTEST:

Amy Phillips
City Clerk

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

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

CONTRACTOR:
Firm Name: _____

doing business as _____

By: _____
Signature

Title

Date

NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

Re: **Rotary Park Restroom**

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is _____, 2020.

In accordance with the Agreement dated _____, 2020, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before _____, 2020.

Sincerely,

Bob Grogan, Jr.
Buyer

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this ____ day of _____, 2020.

By _____

Title _____

Company _____

Please complete and return this form within ten days to:

City of Durango
Grants/Contracts Division
949 East 2nd Avenue
Durango, CO 81301