



Montezuma County
109 West Main Street Cortez, Room 260
Cortez, CO 81321

Project Manual
For
2023 Fairgrounds Solar Installation

Montezuma County
109 West Main Street
Room 260
Cortez, CO 81321

Travis Anderson, County Administrator
Justin McGuire, Fairgrounds Manager



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Montezuma County
2023 Fairgrounds Solar Installation
FGS-2023

TABLE OF CONTENTS

- A. Invitation to Bid
- B. Instructions to Bidders
- C. Bid Form
- D. Notice of Award
- E. Change Order Form
- F. Construction Agreement
- G. Notice to Proceed



Montezuma County
109 West Main Street Cortez, Room 260
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Invitation to Bid

2023 Fairgrounds Solar Project

Sealed bids for furnishing the following to the County of Montezuma, Colorado will be received at the office at 109 West Main Street, Room 260, Cortez, CO 81321 until 4:00 p.m. on Thursday October 5th 2023

Bids will be publicly opened, read and reviewed at the next regularly scheduled BOCC workshop on Monday October 9th 2023

Bids will then be publicly re-read and decided on at the next regularly scheduled BOCC meeting on Tuesday October 10th 2023

The project consists of Solar Photovoltaic System located at 30100 US-160 in Montezuma County, Colorado. Work includes procurement and installation of 112 kW photovoltaic (PV) system, approximately two hundred fifty (250) solar panels, powering the Fairgrounds arena and 42 kW PV system, approximately ninety-four (94) solar panels powering the Fairgrounds shop, on the roof of the County Fairgrounds Arena. These systems include direct current (DC) optimizers, inverters to match phase and frequency, racking systems and all related equipment necessary to make clean power and connect to the provided alternating current (AC) interconnection. The existing 15 kilovolt amps (kVA) pad mount transformer will be upgraded to a 37 ½ kVA pad mount transformer to accommodate the new 42 kW DC (34.2 kW AC) solar array and visible fused disconnects for each array.

Bid documents, including specifications are available on the County website:

www.montezumacounty.org .

Bids shall be submitted in writing on the documents provided and signed by the bidder or their duly authorized agent. Bids shall be submitted in sealed envelopes and marked on the outside with, “**BID – 2023 Fairgrounds Solar Project**” and with the bidder’s name.

The County reserves the right to waive any formality or any informality in the process of awarding a bid. The county reserves the right to accept any bid, in whole or in part, and to reject any or all bids if it be deemed in the best interest of the County do so.

Travis Anderson
County Administrator

Justin McGuire
Fairgrounds Manager



Montezuma County
109 West Main Street Cortez, Room 260
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ADVERTISED:

September 13th 2023 through October 5th 2023

INSTRUCTIONS TO BIDDERS

1. **INTERPRETATIONS:** All questions about the meaning or intent of the Contract Documents shall be submitted to the Fairgrounds Manager via email at jmcguire@co.montezuma.co.us or in writing to 109 West Main Street, Room 260, Cortez, CO 81321. Every adjustment as to the meaning of the contract documents, or any part thereof, will be in the form of an Addendum and will be issued by email or delivered to all parties recorded by the County as having received the bidding documents. All such Addenda shall become part of the Contract and all bidders shall be bound by such Addenda, whether or not received by the bidders. Questions received five or more days prior to date for opening of bids will be given consideration. Only question answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect.
2. **BIDDERS QUALIFICATIONS:** The County reserves the right to make such investigations as necessary to determine the ability of bidder to perform the work as set out in the contract documents. The bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that the bidder is qualified to satisfy the requirements of the contract. The County has the right to request a statement of bidder's qualifications if it deems necessary.
3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** Prior to submitting the bid, each bidder should examine the contract document thoroughly, visit the site to become familiar with existing conditions that may in any manner affect construction and labor, have knowledge of Federal, State and local laws, ordinance, rules and regulations affecting performance of the work and carefully correlate their site observations with the requirements of the drawings, specifications, and all other contract documents. The Contractor by execution of the contract shall in no way be relieved of any obligation under the contract due to their failure to examine



any form, legal instrument, or to visit the site and the County will be justified in rejecting any claim as a result thereof.

4. **BIDs:** All bids must be submitted on forms supplied by the County and shall be subject to all requirements of the contract documents, including the drawings, and these instructions to bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid form by the bidder.

Bid documents including the bid, the bid guaranty, and the statement of the bidder's qualifications (if requested) shall be enclosed in an envelope which shall be sealed and clearly labeled with the words "**BID – 2023 Fairgrounds Solar Project**", and the name of Bidder.

The County may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached and at its option may reject the same. If the contract is awarded, it will be awarded by the County to the responsible bidder on the basis of the bid complying with the conditions of the invitation for bids. The Contract will require the completion of the work according to the contract documents.

5. **OPENING OF BIDS:** Sealed bids will be received at the office of the Administration building located at 109 West Main, Room 260, Cortez, CO 81321, until 4:00 p.m. on October 5th 2023. At the time and place fixed for the opening of bids, the County will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person, or by representative.
6. **AWARD OF CONTRACT/NOTICE TO PROCEED:** The bidder to whom the award is made will be notified at the earliest possible date. Notice to proceed shall be issued no later than ten (10) days after the execution of the contracts by the owner. 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 owner and the contractor.



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7. BIDDER PREFERENCE: If a nonresident bidder is from a state that provides a bidding preference to bidders from that state, then a comparable percentage disadvantage will be applied to the bid of that nonresident bidder. Additional information is available on our website.
8. WORKING WITH LOCAL ELECTRIC PROVIDER: Empire Electric Association is the local electric power provider. Awarded contractor will need to work with and/or communicate with Empire Electric Association about the installation of the solar system and the interconnection to their systems.

BID FORM

2023 Fairgrounds Solar Project

TO WHOM IT MAY CONCERN:

The undersigned hereby states that they have examined all contract documents, including the construction agreement and any contract drawings and is familiar with the requirements of the project; acknowledges that the bidder has reviewed the site and has examined all data available; has accepted the provisions required by the instruction to bidders; and has acknowledged on this bid form receipt of all addenda (if any).

The bidder also agrees to hold the bid open for a period of thirty (30) days from the bid opening date and accepts all requirements of the contract documents. The selected bidder will enter into and execute a contract within fifteen (15) days of the notice of award and furnish the required certificate of insurance within that fifteen (15) day time period.

Sealed bids will be received at the Administration Office, 109 West Main Street, Room 260, Cortez, CO 81321, until 4:00 p.m. on Thursday October 5th 2023.

Bidder



Montezuma County
109 West Main Street Cortez, Room 260
Cortez, CO 81321

Phone: (970) 565-8317

www.montezumacounty.org

Fax: (970) 565-3420

BID FORM

The bids are to include compensation for all materials, labor, equipment, and other necessary items to complete the work described in these documents. The following bid items are to include compensation for other particular items pertinent to the project, but not listed separately as a bid item. All quantities are estimates and the actual final quantities will be field-measured and agreed to for final payment.

Bids should also include estimated timelines for procurement and completion of installation of the project. The County reserves the right to add or delete from the quantities shown in the bid form. **The County reserves the right to select and proceed with the bid option that is deemed to be in the County's best interest.**

Procurement and installation of a Photovoltaic (PV) System at the Montezuma County Fairgrounds

Item	Description	Unit	Qty	Bid Price	Total Bid Price
1.1	112kW roof-mounted PV System, including approximately 250 panels, optimizers, inverters, racking system, all wiring, AC and DC disconnects, conduit, permit fees, related equipment, and installation necessary to make clean power and connect to the provided AC interconnection circuit				
1.2	42kW roof-mounted PV System, including				



	approximately 94 panels, optimizers, inverters, racking system, all wiring, AC and DC disconnects, conduit, permit fees, related equipment, and installation necessary to make clean power and connect to the provided AC interconnection circuit				



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NOTICE OF AWARD

TO:

Project Description: **2023 Fairgrounds Solar Project**

Montezuma County (Owner) has considered the bid submitted by you for the above-described project in response to its "Invitation to Bid."

You are hereby notified that your bid has been accepted for construction of the above project in the amount of \$ _____

If you fail to execute said agreement Montezuma County will be entitled to consider all your rights arising out of the Owner's acceptance of your bid to be abandoned. Montezuma County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Montezuma County.

Dated this ____ day of _____ 2023.

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged by:

_____ This ____ day of _____ 2023.



Montezuma County
109 West Main Street Cortez, Room 260
Cortez, CO 81321

By: _____

Title: _____

CHANGE ORDER

PROJECT TITLE: **2023 Fairgrounds Solar Project**

CHANGE ORDER # _____

CONTRACTOR _____

DESCRIPTION: In preparing change orders, show in order as separate numbered paragraphs the following:

1) Reason for the change; 2) Description of the change; 3) Change in the contract cost; 4) change in the contract time.

1. Reason for the change:
2. Description of the change:
3. Change in contract price:
4. Change in contract time:

ORIGINAL CONTRACT COST	\$
TOTAL APPROVED CHANGE ORDERS	\$
TOTAL PENDING CHANGE ORDERS	\$
TOTAL THIS CHANGE ORDER	\$
ADJUSTED CONTRACT COST	\$

Waiver & Release: The parties of the contract hereby agree that the amount of this change order is in full payment for the change in work and the contractor agrees to waive and release any claim for further compensation arising out of the change.

ACCEPTED BY: _____

Contractor's Representative

Date



Montezuma County
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SUBMITTED BY: _____
Project Manager or Department Head Date

REVIEWED BY: _____
County Administrator Date

CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2023
by and between The County of Montezuma, here after referred to as the County, and _____
_____ here after referred to as the Contractor.

WITNESSETH:

In consideration of the mutual covenants and obligation herein expressed, it is agreed by and between
the parties hereto as follows:

1. **Contract Documents:** The contract documents consist of this agreement, the conditions of the contract (General, supplementary, and other conditions), the drawings, the specifications, all addenda issued prior to and all modifications issued after execution of this agreement. The foregoing documents from the contract, and all are full a part of the contract as if attached to this agreement.
2. **Scope of Work:** The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project titled: **2023 Fairgrounds Solar Project**, work performed shall be of high quality, in compliance with generally accepted standards of workmanship, and in conformity with the contract documents.
3. **Time of Substantial Completion:** The Contractor will commence the work required by the contract documents on the day indicated in the notice to proceed. The work to be performed pursuant to this agreement shall be substantially completed within the time frame of _____ . Any extensions of the time limit set forth must be agreed upon in writing by the parties.
4. **Liquidated Damages:** It is specifically recognized by and between the parties that the County will suffer certain unspecified damages in the event the project is not completed within the time set



forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the County, the parties agree that the assessment of liquidated damages shall be appropriate. In the event that the project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorized the County to retain from any moneys due the Contractor, the sum specified in the contract per day for each and every calendar day the project remains unfinished.

5. Contract Sum: The Contracting Agency certifies that funds have been appropriated and will pay to the Contractor such amounts in the manner and at such time as set forth by the contract documents. The County shall pay the Contractor for the performance of the contract subject to additions and deletions provided therein, the sum of _____ dollars (\$_____). Such sum shall be apportioned to each individual work item of the Contract. The total amount of the individual work items shall equal the total contract amount.
6. Progress Payments: The County will make progress payments for the work included in the contract based upon the percentage completion of the unit quantities actually installed for each work item of the contract. The Contractor shall prepare an itemized invoice indicating by unit quantities the amount of each item completed for that period. The project manager or department head will review the progress payment request to verify the quantities indicated. The County shall retain at least FIVE percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the contract documents.
7. Final Payment. Final payment shall be paid by the County to the Contractor FORTY-FIVE (45) days after substantial completion of the work unless otherwise stipulated in the notice of substantial completion the date fixed for final settlement as legally published provided the work has then been completed, the contract fully performed, and a final certificate of payment has been issued.
8. Capital Project Management System: The services to be performed by the Contractor pursuant to this agreement will be administered under the capital project management system described below.



- a. Schedule of work: The Contractor shall provide a schedule for the completion of all unit work items covered by the contract. The Schedule shall indicate the anticipated percentage completion of each unit work item for each month for the duration of the work. The initial schedule must be submitted to the County prior to processing of the first payment request. The schedule will be updated monthly thereafter and submitted with succeeding payment requests, which requests will not be processed in the absence of the updated schedules of work.
 - b. Estimated Schedule of payments: The Contractor shall provide an estimated schedule of monthly payments as a percentage of the total contract sum for each month throughout the term of the contract. The estimated schedule of payments shall be submitted to the County before the first payment request will be processed.
 - c. Cost Breakdown: The contract sum shall be allocated among the various unit work items. For contracts which are bid on a unit price basis, said allocation is reflected in the bid documents. For contracts which are bid on a lump sum basis, the Contractor shall allocate the contract sum and the cost allocation shall be submitted to the County before the first payment request will be processed. The failure to file any report required by this agreement shall automatically suspend the processing of all payments required.
9. County Representative: The County hereby designates Justin McGuire, Fairgrounds Manager, as its project representative, and authorized this individual to make all necessary and proper decisions with reference to the project. All contract interpretations, change orders, and other requests for clarification or instruction shall be directed to the County representative, who shall be authorized to bind the County with respect to any decision.
10. Change Orders: The County may order changes within the scope of the work without invalidating this agreement. If such changes alter the amount due under the contract documents, or in the time required for the performance of the work, such alteration shall be approved by both parties in writing on the change order. A change order that alters the scope of the work, but not the amount due or the time required, shall be approved by both parties in



writing. The Contractor shall not proceed with any work covered by a proposed change order until they receive a properly executed change order form.

11. Governing Law: This agreement shall be governed by the laws of the State of Colorado. The parties agree that jurisdiction and venue for any court action arising from or out of this contract shall be in the 22nd Judicial District, Montezuma County, Colorado, District Court.

12. Termination/Default:

- a. Termination: This agreement may be terminated by either party upon ten (10) days written notice should the other party materially fail to perform in accordance with its terms, through no fault of the party instituting the termination. This agreement may be terminated by the County upon at least ten (10) days written notice to the Contractor in the event the project is permanently abandoned by the County. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to termination date, together with reasonable expenses then due.
- b. Default: Each and every term and condition of this agreement shall be deemed to be a material element of this agreement. Time is of the essence. In the event either party should fail or refuse to perform according to the terms of this agreement, they may be declared in default hereof. A notice of default shall be in writing and signed by the party declaring the contract to be in default. This letter shall include the special portion or portions of the contract which are in default.
- c. Remedied Upon Default: In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to rectify said default. In the event the default remains uncorrected, the non-defaulting party may elect to 1) terminate the agreement and seek damages; (2) treat the agreement as continuing and require specific performance; or (3) avail themselves of any other remedy at law or equity. If the Contractor defaults or neglects to carry out the work in accordance with this agreement, the County may elect to make good such deficiencies and charge the Contractor therefore. In the event of any of the agreements herein by either party which shall require the party not in default to commence legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-



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defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the fault.

13. Assignment: It is understood that the County enters into this agreement based on the special abilities of the Contractor and that this agreement shall be considered as agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the County.

In WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly-authorized officials, three (3) copies of this agreement, each of which shall be deemed an original on the day and year first written above.

THE COUNTY OF MONTEZUMA, COLORADO:

ATTEST:

County Administrator

County Clerk

CONTRACTOR:

Authorized Representative Signature

Fed ID # or Social Security #

Printed Name of Representative



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NOTICE TO PROCEED

Project Description: **2023 Fairgrounds Solar Project**

You are hereby notified to commence work in accordance with the construction agreement dated _____
_____ on or before _____ and
you are to complete the work by _____. The date of
completion of all work is therefore _____.

Authorized Signature

ACCEPTANCE OF NOTICE

Receipt of the above notice to proceed is hereby acknowledged by: _____
this _____ day of _____.

Authorized Signature

Title