



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

**2024 Qualified Supervisor – Contract Employee  
Noxious Weeds**

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

**Travis Anderson, County Administrator  
Cyndal Such – Interim Noxious Weeds Director**



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## **2024 Qualified Supervisor – Contractor**

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**Request for Proposal**

**2024 Qualified Supervisor – Contractor- Noxious Weeds**

Proposals to furnishing the following to the County of Montezuma, Colorado will be received at the Montezuma County Administration office at 109 West Main Street, Room 260, Cortez, CO 81321 until **12:00 p.m. on January 19<sup>th</sup> 2024**. Proposals will be discussed at the next regularly scheduled Workshop.

***The project consists of contracting through Montezuma County Noxious Weeds for oversight and supervision of the application of herbicide chemicals by Noxious Weed Department employees. The applicant must have a current QS license as provided by Colorado Revised Statutes and the Colorado Department of Agriculture.***

- ***Proposal 1.1 License***
- ***Proposal 1.1 Duty's***
- ***Proposal 1.2 Availability***
- ***Proposal 1.3 Qualifications***

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

[www.montezumacounty.org](http://www.montezumacounty.org) .

Proposals shall be submitted to the Montezuma County Administration office at 109 West Main Street, Room 260, Cortez, CO 81321 with, “**2024 Qualified Supervisor-Contractor-Noxious Weeds**” as the job name.

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

Cyndal Sutch  
Interim-Director of Noxious  
Weeds

ADVERTISED:



### **INSTRUCTIONS TO PROPOSERS**

1. **INTERPRETATIONS:** All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Interim County Noxious Weeds Director at 109 West Main Street, Room 260, Cortez, CO 81321 or via email at [csutch@co.montezuma.co.us](mailto:csutch@co.montezuma.co.us) . 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 proposal 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 of proposals 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. **PROPOSERS QUALIFICATIONS:** The County reserves the right to make such investigations as necessary to determine the ability of proposer 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 proposal 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 proposer's qualifications if it deems necessary.
3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** Prior to submitting the proposal, each proposer should examine the contract document thoroughly, become familiar with existing conditions that may in any manner affect labor, have knowledge of Federal, State and local laws, ordinance, rules and regulations affecting performance of the work, and carefully correlate their observations with the requirements of all 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. **PROPOSALS:** All proposals must be submitted on forms supplied by the County and shall be subject to all requirements of the contract documents, and these instructions to proposers. All proposals must be regular in every respect and no interlineations, excisions or special conditions



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shall be made or included in the proposal form by the proposer.

Proposal documents including the proposal, the proposal guarantee, and the statement of the proposer's qualifications (if requested) shall be attached to the proposal with job name "**2024 Qualified Supervisor-Contractor-Noxious Weeds Weeds**".

The County may consider as irregular any bid on which there is an alteration of or departure from the proposal 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 proposer on the basis of the proposal complying with the conditions of the request for proposal. The Contract will require the completion of the work according to the contract documents.

5. READING OF PROPOSALS: Proposal will be received at the office of the Administration building located at 109 West Main, Room 260, Cortez, CO 81321, until **12:00 p.m. Friday January 19<sup>th</sup> 2024** At the time and place fixed for the reading proposals, the County will read all proposal received within the time set for receiving proposals, irrespective of any irregularities therein. Proposers and other persons properly interested may be present, in person, or by representative.
6. AWARD OF CONTRACT/NOTICE TO PROCEED: The proposer 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.
7. PROPOSER PREFERENCE: If a nonresident proposer is from a state that provides a proposal preference to proposers from that state, then a comparable percentage disadvantage will be applied to the proposal of that nonresident proposer. Additional information is available on our website.



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**PROPOSAL FORM**

**2024 Qualified Supervisor-Contractor-Noxious Weeds**

TO WHOM IT MAY CONCERN:

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

The proposer also agrees to hold the proposal open for a period of thirty (30) days from the proposal opening date and accepts all requirements of the contract documents. The selected proposer 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.

Proposals will be received at the Administration Office, 109 West Main Street, Room 260, Cortez, CO 81321, until 12:00 p.m. on Wednesday January 10<sup>th</sup> 2024.

\_\_\_\_\_  
Proposer

**PROPOSER'S ACKNOWLEDGMENT OF ADDENDA:**

Addendum # 1: \_\_\_\_\_

Addendum # 2: \_\_\_\_\_

Addendum # 3: \_\_\_\_\_

Phone: (970) 565-8317

[www.montezumacounty.org](http://www.montezumacounty.org)

Fax: (970) 565-3420



**PROPOSAL FORM**

The proposals are to include monthly compensation for Qualified Supervision and oversight of herbicide applications by Noxious Weed Employees for the phreatophyte program, and other necessary items to complete the work described in these documents. **The County reserves the right to select and proceed with the proposal option that is deemed to be in the County’s best interest.**

**2024 Qualified Supervisor – Contractor- Noxious Weeds**

Item	Description	Yes	No		
1.1	Qualified Supervisor License				
1.1 Cont.	Evaluates pest problems, recommends pest controls using Herbicides or devices, mixes, loads, or applies any pesticide, sells any application services, operates devices, or supervises others in any of these functions.				
1.2	Ability to be available by phone to guide and direct and oversee herbicide formulation and product use. In accordance with the Colorado Department of Agriculture Guidelines				



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**2024 Qualified Supervisor – Contractor- Noxious Weeds**

Item	Description	Yes	No		
1.3	Have General QS with Subcategories in either Right of Way, Rangeland and/or Aquatic's.				
	<b>Monthly Costs</b>			\$	





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**NOTICE OF AWARD**

TO:

Project Description: **2024 Qualified Supervisor – Contractor – Noxious Weeds**

Montezuma County (Owner) has considered the proposal submitted by you for the above-described project in response to its "Request for Proposal."

You are hereby notified that your proposal has been accepted for 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 proposal 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 acknowledge by:

\_\_\_\_\_ This \_\_ day of \_\_\_\_\_ 2023.

By: \_\_\_\_\_

Title: \_\_\_\_\_



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**CHANGE ORDER**

PROJECT TITLE: **2024 Qualified Supervisor – Contractor – Noxious Weeds**

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

SUBMITTED BY: \_\_\_\_\_

Project Manager or Department Head

\_\_\_\_\_ Date

REVIEWED BY: \_\_\_\_\_

County Administrator

\_\_\_\_\_ Date



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**AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
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 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 perform all of the work as indicated in this contract as it relates to Herbicide Application oversight and supervision for Montezuma County Noxious Weeds for the phreatophyte program and other necessary duties to complete the work described identified in the specifications for the project titled: **2024 Qualified Supervisor – Contractor – Noxious Weeds**, work performed shall be of high quality, in compliance with generally accepted standards of workmanship, Colorado Revised Statutes, the Colorado Department of Agriculture, 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. County Representative: The County hereby designates Cyndal Sutch, Interim Director of Noxious Weeds, as its project representative, and authorized this individual to make all necessary and proper decisions with reference to the project.
7. 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, must 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.
8. 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 22<sup>nd</sup> Judicial District, Montezuma County, Colorado, District Court.
9. 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.

- 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-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the fault.
10. 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.



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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 MONTEZUM, COLORADO:**

ATTEST:

\_\_\_\_\_

Chairman – Board of County Commissioners

\_\_\_\_\_

County Clerk

**CONTRACTOR:**

\_\_\_\_\_

Authorized Representative Signature

\_\_\_\_\_

Fed ID # or Social Security #

\_\_\_\_\_

Printed Name of Representative



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**NOTICE TO PROCEED**

Project Description: **2024 Qualified Supervisor – Contractor – Noxious Weeds** 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