



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

**Montezuma County Backup Generators and  
Transfer Switches Electrical Installation (Rebid)**

**8-12-2024**

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

**Travis Anderson, County Administrator  
Dustin Sattler, Director of Maintenance**



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

**Montezuma County Backup Generators and  
Transfer Switches Electrical Installation (Rebid)**

**8-12-2024**

**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  
Cortez, CO 81321

**Invitation to Bid**

**Montezuma County Backup Generators and Transfer Switches Electrical Installation (Rebid) 8-12-2024**

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 1:00 p.m. on Tuesday, September 3, 2024 or electronically to [dsattler@co.montezuma.co.us](mailto:dsattler@co.montezuma.co.us) Generator Installation as the Subject.

Bids will be opened in the Board of County Commissioners (BOCC) room during the next scheduled BOCC meeting.

***The project consists of Suppling material and labor to install backup generators and automatic transfer switches to the following four locations MC Coroner's Office, 25306 Road L, Cortez CO 81321, MC Annex 1, 107 North Chestnut, Cortez CO 81321, MC Annex 3, 140 West Main Street Cortez CO 81321, and the MC Fairgrounds, 30100 Hwy 160, Cortez CO 81321. The county will set the generators on pads. Bid Walk recommended will be August 27, 2024 at 8:00 a.m. Starting at MC Annex 1, 107 North Chestnut Cortez CO 81321.***

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

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

Bids shall be submitted in writing on the documents provided and signed by the bidder or their dully authorized agent. Bids shall be submitted in sealed envelopes and marked on the outside with, "**BID – Montezuma County Backup Generators and Transfer Switches Electrical Installation (Rebid) Attn: Dustin Sattler**" and with the bidder's name. **If submitting electronically use Generator Installation as the Subject.**

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.

Dustin Sattler  
Director of Maintenance



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

ADVERTISED:

### **INSTRUCTIONS TO BIDDERS**

1. **INTERPRETATIONS:** All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the County Maintenance Director at 109 West Main Street, Room 260, Cortez, CO 81321 or via email at [dsattler@co.montezuma.co.us](mailto:dsattler@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 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 – Montezuma County Backup Generators and Transfer Switches Electrical Installation (Rebid) Attn: Dustin Sattler**", 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 locate at 109 West Main, Room 260, Cortez, CO 81321, until 1:00 p.m. on Tuesday, September 3, 2024 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.



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

**BID FORM**

**Montezuma County Backup Generators and Transfer Switches Electrical Installation (Rebid) 8-12-2024**

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 1:00 p.m. on Tuesday, September 3, 2024.

\_\_\_\_\_  
Bidder

**BIDDER ACKNOWLEDGMENT OF ADDENDA:**

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

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

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

Phone: (970) 565-8317

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

Fax: (970) 565-3420



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

**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. 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.**

**Montezuma County Backup Generators and Transfer Switches Electrical Installation (Rebid) 8-12-2024**

Item	Description	Unit	Qty	Bid Price	Total Bid Price
1.1	Trench to run conduit and wire to install 25 Kw Natural Gas Generator with 240V 200A 1Ph Automatic Transfer Switch at MC Coroner's Office, 25306 Road L, Cortez CO 81321. Supply 120V receptacle in generator cabinet for battery maintainer and block heater. Backfill trench when completed.				
1.2	Cut concrete in alley and trench to run conduit and wire to install 45 Kw Natural Gas Generator with 240 V 800A 3Ph Automatic Transfer Switch at				



	<p>MC Annex 3, 140 West Main Street, Cortez CO 81321. Supply 120V receptacle in generator cabinet for battery maintainer and block heater. Backfill and repair concrete when completed. Building equipped with net metering solar.</p>				
1.3	<p>Trench to run conduit and wire to install 60 Kw Natural Gas Generator with 208V 400A 3Ph with Automatic Transfer Switch at MC Annex 1, 107 North Chestnut, Cortez CO 81321. Supply 120V receptacle in generator cabinet for battery maintainer and block heater. Backfill when completed. Building equipped with net metering solar.</p>				
1.4	<p>Trench to run conduit and wire to install 80 Kw Propane Generator with two (2) 240V 400A 3Ph Automatic Transfer Switch at MC Fairgrounds, 30100 Hwy 160, Cortez CO 81321. Supply 120V receptacle in generator cabinet for battery maintainer and block heater.</p>				





Montezuma County  
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	<b>Backfill when Completed. Building equipped with net metering solar.</b>				
<b>1.5</b>	<b>All Electrical work to be completed by a Licensed Electrician and to all state and local codes. Obtain all require permits.</b>				
<b>1.6</b>	<b>Total for all four locations</b>				



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**NOTICE OF AWARD**

TO:

Project Description: **Montezuma County Backup Generators and Transfer Switches Electrical Installation (Rebid) 8-12-2024**

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 \_\_\_\_\_ 2024.

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

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

**ACCEPTANCE OF NOTICE**

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

\_\_\_\_\_ This \_\_ day of \_\_\_\_\_ 2024.

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

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



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**CHANGE ORDER**

PROJECT TITLE: **Montezuma County Backup Generators and Transfer Switches Electrical Installation (Rebid)**

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



**AGREEMENT – BACKUP GENERATORS AND TRANSFER SWITCHES ELECTRICAL INSTALLATION (REBID) 8-12-2024**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by and between Montezuma County, here after referred to as the County and/or the Applicant, 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: **Montezuma County Backup Generators and Transfer Switches Electrical Installation (Rebid) 8-12-2024**, 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. Personnel Manpower List: The Contractor shall submit a listing of personnel required to complete each unit work item of the contract. The personnel manpower list shall include position title, duties, and duration necessary on the job to complete the unit work items as specified in the contract documents. The manpower list shall be submitted to the County before the first payment request will be processed.
  - d. 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. Equal Employment Opportunity: During the performance of this contract, the contractor agrees to the following:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:



Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or



- pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
    - i. *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
    - j. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.





- k. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  - l. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
10. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: In the event that the Contractor enters into any sub-contracts to fulfill the terms of this Contract, the Contractor must take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
  11. Compliance with the Contract Work Hour and Safety Standards Act: The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain



the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Records to be maintained under this provision shall be made available by the Contractor and any subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

12. Compliance with Federal Law, Regulations, and Executive Orders: Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of this Contract. As such, Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
13. No Obligation by Federal Government: Contractor acknowledges that the federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
14. Prohibition of Fraud, False Statements, Fraudulent Statements or Related Acts: Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Contract.
15. Suspension and Debarment: This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R.



Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or disbarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more shall file the required certification with Montezuma County. Contractor shall certify to the County that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-federal funds that has taken place in connection with obtaining this award.
17. Compliance with the Copeland 'Anti-Kickback' Act: The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. The Contractor shall insert this clause into any subcontracts, as well as such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
18. County Representative: The County hereby designates Dustin Sattler, Director of Maintenance, 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.
19. 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.

20. 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.

21. 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



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

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.

22. 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



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

**NOTICE TO PROCEED**

Project Description: **Montezuma County Backup Generators and Transfer Switches Electrical Installation (Rebid) 8-12-2024**

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