

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W. Victory Way Craig, Colorado 81625

(970) 824-5517

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

**Tuesday, September 9, 2025**

8:30 am Pledge of Allegiance

Call to order by the Chairman / Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) August 26 (pgs 3-5)

**Resolutions:**

- b) 2025-82: Observed Employee Holidays for 2026 (pg 6)
- c) 2025-83: Voided Warrants for the month of September (pg 7)
- d) 2025-84: A/P (pg 8)
- e) 2025-85: Payroll (pg 9)
- f) 2025-86: Authorizing Human Resources Department to Conduct Employee Disciplinary Procedures (TBD)
- g) 2025-87: Authorization for Director of the Moffat County Human Resources Department to Sign Documents on Behalf of the Moffat County Board of County Commissioners, Pertaining to Moffat County Insurance and Employee Benefits (TBD)

**Contracts & Reports:**

- h) Road & Bridge Department roof engineering agreement w/SGM (pgs 10-20)
- i) Public Safety Center exterior painting services agreement w/Paint Viking (pgs 21-28)
- j) Ratify:
  - Public Safety Center RTU replacement contract w/Masterworks Mechanical (pgs 29-59)
  - Letter of Support: NW CO Outdoors Regional Partnerships Initiative Implementation Grant (pgs 60 & 61)
  - Petition to CPW to Delay Wolf Reintroduction (pgs 62-66)
  - New National Opioids Settlement from Secondary Manufacturers (pgs 67-73)

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

**Public Comment/General Discussion:**



2:11 PM9/5/2025

- 1) Augusta Wallihan Chapter of the National Society of the Daughters of the American Revolution
  - Constitution Week Proclamation (pg 74)
- 2) Board of County Commissioners
  - Discuss appointment to the Library Board of Trustees (pgs 75 & 76)

**8:45 am - Public Hearing:**

- 3) Planning & Zoning – Candace Miller
  - JJ Scott Minor Subdivision (sketch/Prelim) S-25-04 (pgs 77 & 78)
  - Powell Minor Subdivision (sketch/Prelim) S-25-06 (pgs 79 & 80)

**Staff Reports:**

- 4) Office of Development Services – Neil Binder
  - Bid recommendation: Public Safety Center Electric Gate (pgs 81-84)
- 5) Sheriff's Office – Chip McIntyre
  - Discussion regarding School Resource Officer

**Adjournment**

The next scheduled BOCC meeting will be Tuesday, September 23, 2025 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/b-bBBvB7Koo>

OR

<https://www.youtube.com/@moffatcountygovernment7518>

***\*\* Agenda is Subject to Change until 24 hours before scheduled Hearings\*\****

*The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings*



2:11 PM9/5/2025

Moffat County Board of County Commissioners  
1198 W Victory Way Ste 104 Craig, CO 81625

August 26, 2025

**In attendance:** Melody Villard, Chair; Tony Bohrer, Board Member; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Chris Nichols; Jim Howell; Allison Anthony; Todd Wheeler; Sherrod Schonert; Dewayne Zimmerman; Chip McIntyre; Max Salazar; Tanya Stoffle; Neil Binder; Dave Fleming

**Call to Order  
Pledge of Allegiance**

Commissioner Villard called the meeting to order at 8:30 am

Villard made a motion to approve the agenda as presented. Bohrer seconded the motion. Motion carried 3-0.

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) August 12

**Resolutions:**

- b) 2025-77: Supporting the Fundraising, Development and Construction of a Skatepark at Loudy-Simpson Park
- c) 2025-78: Voided Warrant Resolution
- d) 2025-79: A/P
- e) 2025-80: Payroll
- f) 2025-81: P-cards

**Contracts & Reports:**

- g) POST Law Enforcement Training contract
- h) Municipal Jail Services agreement

Villard made a motion to approve the consent agenda items A-H. Broom seconded the motion. Motion carried 3-0.

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

**Public Comment/General Discussion:**

Allison Anthony gave an update to the BCC regarding voter information from across the country.

Commissioner Bohrer spoke about how he and Jeff Comstock had attended the School Board meeting the previous evening to talk to them about appointing someone from their Board to sit on the Moffat Economic Development Authority board.

## Board of County Commissioners

- Discuss appointment of Moffat Economic Development Authority board members

Villard reminded the audience of the vote at the August 12<sup>th</sup> meeting where the BCC approved the Moffat Economic Development Authority and their Investment Policy. The next step in the process will be to appoint two members to represent Moffat County on the Authority.

Villard moved to appoint Commissioner Bohrer for a three-year seat and Dave Fleming for a one-year seat. Broom seconded the motion. Motion carried 3-0.

- Appointment to Hamilton Community Center Board (see attached)

Amy Allen submitted a letter of interest for an open seat on the Hamilton Community Center Board. This is to fill a seat through December of 2026.

Bohrer moved to appoint Amy Allen to the Hamilton Community Center Board. Broom seconded the motion. Motion carried 3-0.

## Staff Reports:

### Office of Emergency Management – Todd Wheeler

- Transfer of Office of Emergency Management/ EMS Reserve Ambulance to Maybell EMS (see attached)

Wheeler explained the process of transferring the Office of Emergency Management/ EMS Reserve Ambulance to the Maybell EMS. This will provide them with a reliable vehicle to continue to offer services to the western portion of the County.

Broom moved to transfer the Office of Emergency Management/ EMS Reserve Ambulance to the Maybell EMS. Bohrer seconded the motion. Motion carried 3-0.

### Office of Development Services – Neil Binder

- Bid recommendation: Exterior Painting of the Public Safety Center (see attached)

One bid was received from the Paint Viking for painting of the exterior of the Public Safety Center. The bid was for \$39,750; the budgeted amount for this project is \$48,000.

Bohrer moved to approve the bid from the Paint Viking for \$39,750 to paint the exterior of the Public Safety Center. Broom seconded the motion. Motion carried 3-0.

- Present Sole Source bid recommendation: Loudy-Simpson Park Irrigation Design (see attached)

Binder shared that the Office of Development Services has been searching for a design and engineering company to look at the current infrastructure of the Loudy-Simpson Park Irrigation System for quite some time, with little luck. Because the bid process was not feasible in this instance, Binder proposed a sole source contract with Hines, Inc. The scope of work they submitted is under the \$25,000 threshold required for the RFP process.

Bohrer moved to approve the sole source contract with Hines, Inc for Loudy-Simpson Park Irrigation Design, not to exceed \$25,000. Broom seconded the motion. Motion carried 3-0.



Meeting adjourned at 8:50 am

The next scheduled BOCC meeting is Tuesday, September 9, 2025

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

**Resolution 2025-82**  
**Observed Employee Holidays for 2026**

**WHEREAS**, the Board of County Commissioners met at a regular meeting on 9th of September, 2025;  
and

**WHEREAS**, the Board of County Commissioners reviewed the proposed Observed Holidays for 2026;  
and

**WHEREAS**, after reviewing the proposed Observed Holidays for 2026, it was decided to approve the holidays.

**NOW THEREFORE BE IT RESOLVED**, by motion, the Board of County Commissioners agreed to approve the following Observed Holidays for the year 2026:

Thursday, January 1	New Year's Day
Friday, January 2	Juneteenth (observed)
Monday, February 16	President's Day
Monday, May 25	Memorial Day
Friday, July 3	Independence Day
Monday, September 7	Labor Day
Wednesday, November 11	Veteran's Day
Thursday, November 26	Thanksgiving
Friday, November 27	MLK Day (observed)
Thursday, December 24	Christmas Eve (Columbus Day observed)
Friday, December 25	Christmas Day

**ADOPTED** this 9th day of September, 2025.

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Melody Villard, Chair

STATE OF COLORADO     )  
  ) ss.  
County of Moffat         )

I, Erin Miller, Deputy Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

WITNESS my hand and the seal of said county this 9th day of September, 2025.

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(Deputy) Clerk and Ex-officio to the County  
Commissioners, Moffat County, State of Colorado  
Erin Miller

RESOLUTION 2025-83  
VOIDED WARRANTS RESOLUTION  
FOR THE MONTH OF SEPTEMBER

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

9.9.25

TO: WARRANT FUND		10-0000-2003		\$	1,750.00	CR
VOID FUND	WARRANT #		VENDOR NAME			
GENERAL	441259	7.8.25	Lacey Paeglow Returned	\$	150.00	
	441390	7.22.25	Moffat County High School Returned	\$	300.00	
	441211	7.8.25	Avery Oliver Returned	\$	1,300.00	
FROM: WARRANT FUND		10-0000-1001		\$	1,750.00	

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Chairman

STATE OF COLORADO )

)ss.

COUNTY OF MOFFAT )

I, Erin Miller, (Deputy) County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2025

DR

\_\_\_\_\_  
County Clerk & Ex-officio

RESOLUTION 2025-84  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF SEPTEMBER 2025

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

	Check Date:	9/9/2025	
FROM FUND:			
General	110	<u>\$68,639.88</u>	CR 0010.7000
Road & Bridge	200	<u>\$63,897.84</u>	CR 0020.7000
Landfill	240	<u>\$146.85</u>	CR 0070.7000
Airport	260	<u>\$378.79</u>	CR 0120.7000
Emergency 911	270	<u>\$9,758.88</u>	CR 0350.7000
Capital Projects	510	<u>\$2,575.00</u>	CR 0160.7000
Conservation Trust	211		CR 0060.7000
Library	212	<u>\$2,576.17</u>	CR 0130.7001
Maybell Sanitation	610	<u>\$551.55</u>	CR 0280.7000
Health & Welfare	720	<u>\$900,185.09</u>	CR 0080.7000
Senior Citizens	215		CR 0170.7000
Internal Service Fund	710	<u>\$660.62</u>	CR 0325.7000
Lease Purchase Fund	410		CR 0175.7000
NCT Telecom	520		CR 0166.7000
Mo Co Tourism Assoc	219	<u>\$3,420.00</u>	CR 0320.7000
PSC - JAIL	210	<u>\$20,439.23</u>	CR 0072.7000
Human Sevices	220	<u>\$9,172.07</u>	CR 0030.7100
Public Health	250	<u>\$11,608.62</u>	CR 0065.7000
Sunset Meadows I	910	<u>\$3,745.46</u>	CR 0168.7000
Sunset Meadows I Security	910		CR 0167.7000
Sunset Meadows II	920	<u>\$2,695.75</u>	CR 0169.7000
Sunset Meadows II Security	920		CR 0171.7000
ACET	275	<u>\$750.00</u>	CR 0040.7000
Shadow Mountain LID	530		CR 0110.7000
MC Local Marketing District	231	<u>\$4,000.00</u>	CR 0050.7000
To Fund			
Warrant		<u>\$1,105,201.80</u>	DR

Adopted this 9th day of September, 2025

\_\_\_\_\_  
Chairman

RESOLUTION 2025-85  
PAYMENT OF PAYROLL WARRANTS  
Payroll Ending 8/30/2025

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

**Pay Date 9/12/2025**

FROM FUND:

General	0010.7000	\$263,779.13	cr
Road & Bridge	0020.7000	\$164,230.64	cr
Landfill	0070.7000	\$15,335.27	cr
Airport	0120.7000	\$371.50	cr
Library	0130.7001	\$11,513.01	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,147.79	cr
Mo Co Tourism	0320.7000	\$3,254.99	cr
PSC Jail	0072.7000	\$76,141.21	cr
Human Services	0030.7100	\$72,398.94	cr
Public Health	0065.7000	\$13,588.70	cr
SM I	0168.7000	\$3,964.28	cr
SM II	0169.7000	\$4,612.93	cr

TO FUND:

Warrant	0100.1000	\$636,338.39	dr
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Adopted this 9th day of September, A.D. 2025

Chairman

STATE OF COLORADO )

)ss.

COUNTY OF MOFFAT )

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify

## **AGREEMENT**

**This CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 9th day of September, 2025 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and SGM, Inc. ("Consultant"), whose address is 118 West 6<sup>th</sup> Street, Suite 200 Glenwood Springs, CO 81601 whose telephone number is 970-945-1004.

WHEREAS, the Consultant has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Consultant as an independent Consultant and Consultant wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Consultant agree as follows:

### **Article 1 - Scope of Work.**

1. The Consultant shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, the work identified in the Scope of Work attached to and incorporated in this Agreement by reference as:

Structural and Mechanical Engineering and Services for the Road and Bridge Shop located at 800 E. 1<sup>st</sup> St Craig, CO 81625.

Exhibit "A" Submitted by SGM, Inc.

### **Article 2 - Time of Performance.**

- 2.1 Services of the Consultant shall commence on 9/9/2025, and shall be substantially completed on or before 10/16/2025, no matter the date of execution of this Agreement.

### **Article 3 Compensation/Appropriation.**

- 3.1 The amount to be expended pursuant to this Agreement shall be upto Seventeen Thousand dollars and no/100 cents (\$17,000.00), subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

#### **Article 4 – Payment procedures**

Consultant shall submit Applications for Payment. Applications for Payment will be processed by the DEVELOPMENT SERVICES DEPARTMENT.

- 4.1 PROGRESS PAYMENTS: BOCC shall make monthly progress payments on account of the Contract Price on the basis of Consultant's Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.

#### **Article 5 - Records, Reports, and Information.**

At such times and in such forms as the BOCC may require, Consultant shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Consultant shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Consultant shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

#### **Article 6 - Audits and Inspections.**

At any time during normal business hours and as often as the BOCC may deem necessary, Consultant shall make its records with respect to matters covered by this Agreement available for examination. The Consultant shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

#### **Article 7 - Independent Consultant.**

The Consultant shall perform its duties hereunder as an independent Consultant and not as an employee. Consultant affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Consultant nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Consultant is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Consultant under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Consultant and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

#### **Article 8 - No Assignment.**

The Consultant and subcontractors(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

#### **Article 9 - Illegal Aliens – Public Contracts.**

If Consultant has any employees or subcontractors, Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Consultant

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certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

- A. Consultant shall not:
  - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
  - ii. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Consultant shall:
  - i. Notify the subcontractor and the County within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Consultant shall be liable for actual and consequential damages to the County as required by law.  
The County will notify the Office of the Secretary of State if Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

#### **Article 10 - Compliance with Laws.**

The Consultant shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

#### **Article 11 - Indemnification.**

The Consultant agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Consultant or



its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

## **Article 12 - Insurance.**

At all times during the term of this Agreement, Consultant shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:  
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

Malpractice/Professional Liability Insurance – Consultant shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this agreement. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of the contract and for at least two years beyond the completion and acceptance of the work under this contract, or, alternatively, a two year extended reporting period must be purchased. The Consultant shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Contract.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Consultant shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. **Consultant shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof shall be named as an additional insured on Consultant's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Consultant, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.**

#### **Article 13 - Document Ownership - Works Made for Hire.**

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Consultant hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Consultant agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Consultant grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

#### **Article 14 - Termination for Cause.**

If the Consultant or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Consultant, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Consultant is determined.

#### **Article 15 - Termination for Convenience.**

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Consultant. If this Agreement is terminated for the convenience of BOCC, the Consultant shall be paid for services provided prior to the date of termination.

#### **Article 16 - Conflict of Interest.**

During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

#### **Article 17 - Modifications.**

This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Consultant.

#### **Article 18 - Governing Law.**

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Consultant institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

#### **Article 19 - Severability.**

Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

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**Article 20 - Notices.**

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

BOCC's Representative:

Melody Villard  
MCBOCC Chair  
1198 W. Victory Way, Suite 104  
Craig, CO 81625  
(970) 824-5516

Consultant:

Chad Paulson, PE  
SGM, Inc.  
118 West 6<sup>th</sup> Street, Suite 200  
Glenwood Springs, CO 81601  
970-945-1004

**Article 21 - Headings.**

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

**Article 22 - Authority.**

Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

**Article 23 - Counterparts and Facsimile Signatures.**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Consultant on this Agreement and any modification hereto shall be effective for all purposes.

**Article 24 - Force Majeure.**

Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

**Article 25 - Integration of Understanding.**

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Consultant.

**IN WITNESS WHEREOF**, the BOCC and the Consultant have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

By: \_\_\_\_\_  
Melody Villard

Date: \_\_\_\_\_

**ATTEST:**

Clerk to the Board

**CONSULTANT:**

SGM, Inc.

By: \_\_\_\_\_  
Chad Paulson

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Chad Paulson .

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address of Notary Public

**AGREEMENT FOR PROFESSIONAL SERVICES**

Date: 8/22/2025 Project Name: MCRBD-Shop  
Client Name: Moffat County Description: Municipal shop, heating system design  
Address: 822 E 1st St Contact Person: \_\_\_\_\_  
City: Craig Project Manager: Pablo Gorra  
State & Zip: CO 81625 SGM Project No.: \_\_\_\_\_  
Phone: \_\_\_\_\_ Client Email Address: \_\_\_\_\_  
Mailing Address (if other than above): 822 E 1st St, Craig, CO 81625

Client requests and authorizes SGM to perform the following services:

**Scope of Work:** (including assumptions, Client responsibilities, limitations & exclusions) \_\_\_\_\_  
Mechanical and structural engineering as needed to add hydronic roof top units to heat shop space.

**Description of Property:** (including owner's name, address & phone) \_\_\_\_\_  
Municipal shop building located at 822 E 1st St, Craig, CO 81625, limited to the main shop area served by existing radiant floors and mechanical room.

**Time & Compensation** by Client to SGM will be on the basis of: (Time & Materials per current Fee Schedule, Lump Sum, Per Proposal, etc.) \_\_\_\_\_  
Time and Materials per current Fee Schedule (attached)

When compensation is on a cost-reimbursable basis, a service charge of **10%** will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to SGM's compensation when invoicing Client.

**Other Terms:**

Services covered by this Agreement will be performed in accordance with the attached Provisions along with any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement to be effective as of the date first above written.

**CLIENT**

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

NAME: \_\_\_\_\_  
(PLEASE PRINT)

DATE: \_\_\_\_\_

**CLIENT'S REPRESENTATIVE**

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

NAME: \_\_\_\_\_  
(PLEASE PRINT)

DATE: \_\_\_\_\_

**SGM**

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

NAME: \_\_\_\_\_  
(PLEASE PRINT)

DATE: \_\_\_\_\_

# Provisions

## 1. Authorization to Proceed

Execution of this Agreement by Client will be authorization for SGM to proceed with the Project, unless otherwise provided for in this Agreement.

## 2. Billing Rates

Both parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis and shall be in addition to any budget, bid or maximum price agreement for the above-described Scope of Work. Fee adjustments shall be made accordingly for delays and interruptions not the fault of SGM.

## 3. Direct Expenses

SGM Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, courier services, equipment materials and supplies; (2) SGM's current standard rate charges for direct use of SGM's vehicles, computing systems, word processing and printing.

## 4. Standard of Care

Services performed under this Agreement are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by the interpretation of consulting services or by furnishing oral or written reports of the findings made. SGM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

## 5. Termination

This Agreement may be terminated for convenience on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, SGM will be paid for all authorized work performed up to the termination date plus any related closeout costs such as copying of files, blueprints copies, etc... If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

## 6. Payment to SGM

All fees, commissions, product charges and expenses invoiced shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1½ percent per month (18.0 % A.P.R.). In the event any sum is not timely paid, SGM shall be entitled to the recovery of all costs of collection, including reasonable attorney's fees and expenses. In addition to any right and remedy conferred hereunder or by law, SGM shall specifically have the right to assert a lien on the property described above. Client agrees that all invoices not objected to in writing within fifteen (15) days of receipt are assumed to be final and binding upon the parties as to the amount due, the adequacy of SGM's performance and the value of the services provided to Client.

## 7. Venue

This Agreement is subject to the Laws of the State of Colorado, the venue of the County of ~~Garfield~~ *Moffat* shall control any proceedings arising in the transaction described herein.

## 8. Insurance

SGM shall secure and maintain throughout the full period of this Agreement, sufficient insurance to protect itself adequately from claims made by its employees under applicable Workers' Compensation Act and from claims of bodily injury, death or property damage as may arise from the performance of services under the Agreement. Client must obtain its own insurance. SGM will, upon request, file certification of such insurance coverage with Client or authorized representative.

## 9. Limitation of Liability

The liability of SGM, for any actions, damages, claims, demands, judgments, losses, costs and expenses arising out of or resulting from the negligent acts, errors or omissions of SGM is limited to the proceeds of liability and/or errors and omissions insurance available to SGM. The parties understand and agree that SGM is not serving as a contractor hereunder and nothing shall be construed as imposing on SGM any duty or obligation to have authority over Contractor's work, nor shall SGM have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

## 40. ~~Indemnity~~

~~Client and SGM each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, claimed by third parties to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and SGM, they shall be borne by each party in proportion to their respective negligence.~~

## 44. ~~Ownership of Documents~~

~~All documents prepared or furnished by SGM pursuant to this Agreement are instruments of SGM's professional service, and SGM shall retain an ownership and property interest therein. SGM grants Client a license to use instruments of SGM's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SGM's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SGM harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.~~

## 12. Consequential Damages

Neither party shall be entitled to recover any indirect, special, incidental, consequential, punitive, exemplary, remote or speculative damages or damages for lost profits of any kind arising under or in connection with this order or the transactions contemplated hereby, except to the extent such damages relate to the gross negligence or willful misconduct of such party.

## 13. Client-Supplied Information

SGM is entitled to rely on information supplied by the Client or other consultants retained directly by the Client. SGM has no obligation to verify the accuracy or completeness of Client-supplied information but will bring to the Client's attention any discovered discrepancies.

## 14. Miscellaneous Provisions

When included in SGM's scope of services, opinions or estimates of probable construction cost are prepared on the basis of SGM's experience and qualifications and represent SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's opinions or estimates of probable construction cost.

When SGM's scope of services include design engineering for a construction project:

- SGM shall review laws, codes, and regulations applicable to the engineering services.
- SGM shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.
- SGM shall only be responsible for those construction phase services expressly agreed to in the written Scope of Work. Client (or others) shall be responsible for all other construction phase issues.
- SGM's certification of the amounts due the contractor shall constitute a representation that to the best of the SGM's knowledge, information and belief, the quality of the work is in accordance with the construction Contract Documents.
- SGM may review shop drawings "for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents." This review will not relieve the contractor or Client from the responsibility for errors or deviations from the construction Contract Document requirements.
- Construction "Contract Documents" include: Advertisement For Bid, Instructions To Bidders, Bid, Agreement, General Conditions, Supplementary General Conditions, Notice of Award, Notice To Proceed, Change Order, Drawings, Specifications and Addenda.



**Fee Schedule January 2025**  
**Hourly Rate\***

PRINCIPAL ENGINEER .....	\$250	SENIOR CADD/GIS .....	\$166
SENIOR ENGINEER III .....	\$234	CADD/GIS III .....	\$144
SENIOR ENGINEER II .....	\$218	CADD/GIS II .....	\$130
SENIOR ENGINEER I .....	\$199	CADD/GIS I .....	\$106
ENGINEER IV .....	\$180		
ENGINEER III .....	\$165	SENIOR CONSTRUCTION TECHNICIAN .....	\$157
ENGINEER II .....	\$140	CONSTRUCTION TECHNICIAN II .....	\$144
ENGINEER I .....	\$121	CONSTRUCTION TECHNICIAN I .....	\$130
SENIOR PROJECT MANAGER .....	\$179		
PROJECT MANAGER .....	\$166		
PRINCIPAL SCIENTIST .....	\$249	PRINCIPAL SURVEYOR .....	\$199
SENIOR SCIENTIST II .....	\$213	LAND SURVEYOR III .....	\$182
SENIOR SCIENTIST I .....	\$180	LAND SURVEYOR II .....	\$164
SCIENTIST III .....	\$150	LAND SURVEYOR I .....	\$148
SCIENTIST II .....	\$125	SURVEY TECHNICIAN III .....	\$132
SCIENTIST I .....	\$108	SURVEY TECHNICIAN II .....	\$119
SCIENTIST TECHNICIAN .....	\$90	SURVEY TECHNICIAN I .....	\$107
		FIELD SURVEY (1-Man Crew) .....	\$179
		FIELD SURVEY (2-Man Crew) .....	\$238
		SUE FIELD PROJECT MANAGER .....	\$216
		SUE FIELD TECHNICIAN .....	\$150
PRINCIPAL CONSULTANT .....	\$249	EXPERT TESTIMONY .....	\$380
SENIOR CONSULTANT II .....	\$213		
SENIOR CONSULTANT I .....	\$177		
CONSULTANT III .....	\$149		
CONSULTANT II .....	\$130		
CONSULTANT I .....	\$116		
TECHNICIAN III .....	\$100		
TECHNICIAN II .....	\$85		
TECHNICIAN I .....	\$72		
CLERICAL .....	\$92		

\*There is 10% upcharge to the rates shown for electrical engineering and a 5% upcharge for water resources staff

**REIMBURSABLES**

**Equipment**

**Rate**

Vehicle Mileage .....	Current IRS Standard Mileage Rate
ATV / Snowmobile .....	\$125.00/day
UTV .....	\$250.00/day
Flow Tote .....	\$125.00/day

**Reproduction**

Black & White Plots .....	\$5.50/sheet
Mylar Plots .....	\$19.00/sheet
Color Plots .....	\$30.00/sheet
Photocopies .....	\$0.25/page

**Miscellaneous**

10% will be added to all direct expenses, including FedEx, special delivery and courier charges, special consultants, subcontractors, laboratory tests, airfare, lodging, meals, car rental, telephone, outside printing expense, etc. **Interest of 1.5% per month will be charged for invoices past 30 days.**



## AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 9th day of September 2025 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and The Paint Viking ("Contractor"), whose address is 3845 W. 6<sup>th</sup> St Craig, CO 81625 and whose telephone number is 970-819-2708.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

### **Article 1 - Scope of Work.**

1. The Contractor shall complete all tasks to satisfaction as needed to Repaint the exterior of the Public Safety Center located at 800 W. 1<sup>st</sup> St., Craig, CO 81625 as outlined in the Exhibits below:

Exhibit "A" RFP 2025007 Public Safety Center Exterior Paint.  
Exhibit "B" Submittal from The Paint Viking.

### **Article 2 - Time of Performance.**

- 2.1 Services of the Contractor shall commence on 08/29/2025 and shall be substantially completed on or before 12/15/25, no matter the date of execution of this agreement.

### **Article 3 - Compensation/Appropriation.**

- 3.1 The amount to be expended pursuant to this Agreement shall be Thirty-Nine Thousand Seven Hundred Fifty Dollars and 00/100 cents (\$39,750.00). The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.
- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by BOCC if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One Hundred dollars (\$100.00) for each day that

expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

#### **Article 4 – Payment procedures**

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.

4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:

95% of the work completed, and

95% of materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.

4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.

4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.

4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

#### **Article 5 - Records, Reports, and Information.**

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

#### **Article 6 - Audits and Inspections.**

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

#### **Article 7 - Independent Contractor.**

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

#### **Article 8 - No Assignment.**

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

#### **Article 9 - Compliance with Laws.**

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

#### **Article 10 - Indemnification.**

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

#### **Article 11 - Insurance.**

At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:  
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Contractor waives any right of recovery against the BOCC, its employees or agents for any damages, losses, or liabilities covered by insurance. This waiver applies whether such damages, losses, or liabilities arise from negligence, breach of contract, or any other causes of action. Contractor will make sure that any insurance policy referenced in this Agreement includes a provision stating that the insurer of such insurance policy waives any right of subrogation against the BOCC, its employees or agents

#### **Article 12 - Document Ownership - Works Made for Hire.**

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

#### **Article 13 - Inspections, corrections, removal, or acceptance of defective work**

##### **13.01 Notice of Defects**

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

### 13.02 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

### 13.03 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

### 13.04 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

### 13.05 Correction Period

A. If within 30 days year after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project if possible and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or BOCC's property or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

### 13.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

### 13.07 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

#### **Article 14 Termination for Cause.**

- 14.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

14.02

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.
2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

**Article 15 - Termination for Convenience.**

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for the convenience of BOCC, the Contractor shall be paid for services provided prior to the date of termination.

**Article 16 - Conflict of Interest.**

During the term of this Agreement, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

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This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Contractor.

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The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

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Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

**Article 20 - Notices.**

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

BOCC's Representative:

Melody Villard  
MCBOCC Chair  
1198 West Victory Way, Suite 104  
Craig, CO 81625  
(970) 824-5516

Contractor:

The Paint Viking  
Shelby Stillion  
3845 W. 6<sup>th</sup> St.  
Craig, CO 81625  
970-819-2708

**Article 21 - Headings.**

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

**Article 22 - Authority.**



Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

**Article 23 - Counterparts and Facsimile Signatures.**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

**Article 24 - Force Majeure.**

Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

**Article 25 - Integration of Understanding.**

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.

**IN WITNESS WHEREOF**, the BOCC and the Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Tony Bohrer, Chair

**CONTRACTOR:**  
The Paint Viking

By: \_\_\_\_\_  
Shelby Stillion

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address



## AGREEMENT

**This CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 26th day of August 2025 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Masterworks Mechanical, Inc. ("Contractor"), whose address is PO Box 1094 Craig, CO 81626 and whose telephone number is 970-824-4840.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

### **Article 1 - Scope of Work.**

1. The Contractor shall complete all tasks to satisfaction as needed to Replace Roof Top Units (RTU) known as EC-B1 and EC-B4 at the Moffat County Public Safety Center located at 800 W. 1<sup>st</sup> Street, Craig, CO 81625 as outlined in the Exhibit below:

Exhibit "A" RFP 202505 Replace RTUs EC-B1 and EC-B4 at PSC.

Exhibit "B" Submittal from Masterworks Mechanical.

### **Article 2 - Time of Performance.**

- 2.1 Services of the Contractor shall commence on 08/29/2025 and shall be substantially completed on or before 12/15/25, no matter the date of execution of this agreement.

### **Article 3 - Compensation/Appropriation.**

- 3.1 The amount to be expended pursuant to this Agreement shall be Thirty-Eight Thousand Five Hundred Dollars and 00/100 cents (\$38,500.00). The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.
- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by BOCC if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay

(but not as a penalty) CONTRACTOR shall pay BOCC One Hundred dollars (\$100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

#### **Article 4 – Payment procedures**

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
  - 95% of the work completed, and
  - 95% of materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.

- 4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

#### **Article 5 - Records, Reports, and Information.**

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in

accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

#### **Article 6 - Audits and Inspections.**

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

#### **Article 7 - Independent Contractor.**

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

#### **Article 8 - No Assignment.**

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

#### **Article 9 - Compliance with Laws.**

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

#### **Article 10 - Indemnification.**

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

#### **Article 11 - Insurance.**

At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:  
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Contractor waives any right of recovery against the BOCC, its employees or agents for any damages, losses, or liabilities covered by insurance. This waiver applies whether such damages, losses, or liabilities arise from negligence, breach of contract, or any other causes of action. Contractor will make sure that any insurance policy referenced in this Agreement includes a provision stating that the insurer of such insurance policy waives any right of subrogation against the BOCC, its employees or agents

#### **Article 12 - Document Ownership - Works Made for Hire.**

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

#### **Article 13 - Inspections, corrections, removal, or acceptance of defective work**

##### **13.01 Notice of Defects**

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

#### 13.02 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

#### 13.03 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

#### 13.04 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

#### 13.05 Correction Period

A. If within 30 days year after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project if possible and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or BOCC's property or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

#### 13.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

#### 13.07 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

#### **Article 14 Termination for Cause.**

- 14.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

14.02

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.
2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such



excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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MCBOCC Chair  
1198 West Victory Way, Suite 104  
Craig, CO 81625  
(970) 824-5516

**Contractor:**

Masterworks Mechanical, Inc.  
Victor Updike  
P.O. 1094  
Craig, CO 81626  
970-824-4848

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This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

Erin Miller  
Clerk to the Board

**CONTRACTOR:**  
Masterworks Mechanical, Inc.

Mumma Updike  
MASON

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this 2nd day of August, 2025 by Mason Updike.

MY COMMISSION EXPIRES: Feb 2, 2027

Notary Public

1198 W Victory Way Craig CO 81625  
Address



**REQUEST FOR PROPOSALS ("RFP")**

Moffat County, Colorado  
1198 W. Victory Way, Ste. 107  
Craig, CO 81625

RFP No.: 202505	Description: Replace RTUs EC-B1 and EC-B4 at PSC
Issue Date: 7/10/25	Deadline for questions 8/4/25
Submission Deadline: 8/7/25	Pre-Bid Meeting REQUIRED: 7/24/25
BOCC Award: 8/12/25	Contract Timeline: 8/12/25 12/15/25

The Moffat County Commissioners (BOCC) will be accepting sealed proposals for furnishing all labor, materials and equipment to Replace RTUs EC-B1 and EC-B4 at PSC. Proposals may be submitted to the office of Moffat County Development Services, 1198 W. Victory Way, Suite 107, Craig, CO 81625, up to 1:30 P.M. (Mountain Time), on 8/7/25 at which time they will be publicly opened and read aloud.

Bid Documents and specifications are available online at [www.publicpurchase.com](http://www.publicpurchase.com) and the Office of Development Services at the address above.

Pre-Bid Meeting will be held on 7/24/25 at 10:00 a.m. at the Public Safety Center located at 800 West 1st Street, Craig, CO 81625. Contractors are required to attend. Contractors should read the entire bid document prior to the meeting.

**\*THIS WILL BE THE ONLY PRE-BID MEETING OFFERED.\***

No interpretation of the meaning of the Bid Documents (drawings, specifications, et al.) will be made to any Contractor. All questions regarding this bid must be in writing and submitted to Neil Binder at [nbinder@moffatcounty.net](mailto:nbinder@moffatcounty.net). Questions are due no later than 10:00 A.M. on 8/4/25. Please call Neil Binder at 970-824-9160 to verify receipt of your questions. No questions will be accepted after the date and time referenced above. All questions will be answered via Addendum only.

**NOTE:** Unauthorized contact with any other County Employees or Elected Officials regarding this bid may result in disqualification of your bid.

**GENERAL INSTRUCTIONS:**

**1 GENERAL CONDITIONS**

- 1.1 BOCC is an Equal Opportunity Employer and no other qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating

in an employment discrimination proceeding) in any phase of employment for this position. Further, the work to be performed under this contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u which states that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 1.2 Contractor shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.
- 1.3 Bids shall be typewritten or written in ink on the form prepared by the BOCC. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid, or an authorized representative of the company shall initial all corrections or erasures made on your bid.
- 1.4 Any charges for freight, delivery, containers, packaging, permits etc., will be included in the bid price.
- 1.5 In submitting the bid, the Contractor agrees that acceptance of any or all bids by the BOCC within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.
- 1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Contractor is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Contractor.
- 1.7 Upon receipt and evaluation of the responses, selected Contractors may be required to make in-person presentations to the BOCC.
- 1.8 It is understood that the BOCC reserves the right to negotiate a contract with the selected Contractor; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Contractor.
- 1.9 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.
- 1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.



- 1.11 Contractor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act" codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See <https://www.colorado.gov/pacific/cdle/kjica> for more information regarding this Act, which applies to Public Works projects. This is not applicable in the case that Federal funds are used.
- 1.12 All information submitted in response to this bid is public after the bid opening. The Contractor should not include as a part of the response to the invitation to bid any information which the Contractor believes to be a trade secret or other privileged or confidential data. If the Contractor wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. BOCC will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.
- 1.13 The Contractor who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
- 1.14 The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the BOCC, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.
- 1.15 **No work shall commence, nor shall any invoices be paid** until the Contractor provides the requested proof of insurance as outlined in the "Insurance Requirements for Contractors" and until such proof is accepted by Moffat BOCC. Additionally, the Contractor will provide an endorsement naming Moffat County and BOCC as an additional insured to their policy.
- 1.16 BOCC strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County and BOCC do not discriminate.
- 1.17 All businesses, organizations, and individuals contracting with BOCC must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: [https://www.ada.gov/ada\\_title\\_II.htm](https://www.ada.gov/ada_title_II.htm).
- 1.18 Other governmental entities may piggyback on the award of this solicitation and should contact Moffat County Purchasing for any necessary procurement documents. The entity shall deal directly

with the award Contractor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Moffat County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Contractor or any government entity relating to such use.

- 1.19 The Contractor certifies that by signing the contract, neither the Contractor nor subcontractors are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).
- 1.20 No Contractor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at: [www.sam.gov](http://www.sam.gov).
- 1.21 Bids must be furnished exclusive of any Federal, State, or Local taxes.
- 1.22 A COMPLETED CERTIFICATE OF INTENT TO SUBCONTRACT MUST BE INCLUDED FOR ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL.

## **2 INSURANCE**

- 2.1 The Contractor who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to conduct business in the State of Colorado.
- 2.2 Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Colorado.
- 2.3 Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- 2.4 Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- 2.5 Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's". Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

- 2.6 Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Moffat County Attorney, 1198 W. Victory Way, Suite 202, Craig, Colorado 81625."
- 2.7 Proof of Insurance - The vendor shall provide to BOCC at the time the contracts are returned by it for execution, **two (2) copies of certificates of insurance** for each of the policies mentioned above. If so requested, Vendor shall furnish certified copies of all policies.
- 2.8 If you have any questions concerning the insurance requirements, please contact the Director of Development Services at (970) 824-9160 at least one week prior to the bid opening date.
- 2.9 Any Agreement resulting from this RFP shall be construed according to the laws of the State of Colorado. The Contractor agrees that the venue for any legal action under such Agreement shall be Moffat County, State of Colorado. If any legal action is brought under such Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Colorado.
- 2.10 Contractor shall render the services to be provided pursuant to any agreement resulting from this RFP in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.
- 2.11 No telephone, email, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by the bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Consultant. Bids received after the opening time specified will not be considered.

### **3 GENERAL CONDITIONS**

- 3.1 Contractor shall provide temporary safety measures around the areas of construction to minimize the possibility of damage to the new construction, existing structures, construction equipment, and injury to persons. Temporary safety measures may include, but are not limited to, the following: temporary chain link fence, plastic safety fence, barricade tape, wood barricade, and safety personnel.
- 3.2 Contractor and its subcontractors performing services for BOCC shall comply with all Occupational Safety and Health Administration (OSHA) regulations, State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, the Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the worksite area under this contract.
- 3.3 Under no circumstances shall any tools of any kind or materials being used be left unattended.



- 3.4 If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the project manager prior to commencement of work.
- 3.5 All work under the resulting contract shall be performed in a skillful and workmanlike manner, and according to applicable code. BOCC may, at its sole discretion, require the Contractor to remove any employee from work that BOCC deems incompetent or careless. Further, the BOCC may, from time to time, make inspections of the work performed under this contract. Any inspection by BOCC does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.
- 3.6 The Contractor and its Subcontractors shall at all times keep the areas of the property free from rubbish and the accumulation of any waste materials. Daily clean-up and removal from the work area of all debris resulting from these operations is required. Contractor is responsible for paying for and hauling away any waste.
- 3.7 Neither the final certificate nor payments, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects in workmanship or faulty materials. The Contractor shall correct any defects due to faulty work or materials and pay for the damage to other work resulting there from, which shall appear within a period of one year from the date of completion unless otherwise stated in this document. BOCC shall notify the Contractor of observed defects with reasonable promptness.
- 3.8 Contractor shall schedule to do the work between the hours of 7am to 5pm Monday through Friday unless approval from the Development Services Department is given for alternate times.
- 3.9 The Contractor shall be responsible for examining the existing conditions in order to gain full information under which the work is to be carried out. The Contractor shall also compare the existing conditions with the plans and specifications, if provided. Failure of the Contractor to inform himself/herself will in no way relieve him/her from the necessity to complete the work without additional cost to BOCC.
- 3.10 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, debris removal, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- 3.11 All materials shall be new and workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. All materials which are affected by moisture shall be protected from such.
- 3.12 The Contractor shall employ only persons who are skilled in the work to be performed.

- 3.13 The Contractor shall be responsible for making field measurements before proceeding to complete the work. Upon award of contract, BOCC will designate areas where work is required.
- 3.14 The Contractor shall continuously protect all existing facilities and new work as it is completed. The Contractor shall be responsible for making good any damage or injury caused to the facility because of negligence by Contractor.

#### **4 BONDING**

- 4.1 Any bid that is in excess of \$50,000.00, if awarded, will be required to provide 50 percent (50%) of the contract amount coverage in Performance Bond and Payment Bond as required by Colorado Revised Statutes 38-26-106. The bond must be with surety companies satisfactory to BOCC. In addition, each surety company shall be admitted and licensed to do business in the State of Colorado.
- A. **Performance Bond** - The Contractor, as Principal, shall furnish a Surety Bond in a form acceptable to the BOCC in an amount at least equal to fifty (50%) percent of the contract amount as security for faithful performance of this contract. BOCC shall be Obligee under said bond. The bond shall guarantee faithful performance and shall indemnify and save harmless the Obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety company licensed and admitted to conduct business in the State of Colorado. The Surety shall be acceptable to BOCC.
- B. **Payment Bond** - The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to BOCC in an amount at least equal to fifty (50%) percent of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to conduct business in the State of Colorado. The Surety shall be acceptable to BOCC.
- C. **Performance and Payments Bonds shall be submitted to the Moffat County Attorney, at least ten (10) days prior to the commencement of work covered under the contract.**
- D. **Bid Bond - Guaranty deposits will be requested on bonded projects valued at \$25,000 or more. The amount of deposit shall be five percent (5%) of amount bid.**
- 4.2 **Additional or Substitute Bond** - If at any time BOCC, for a justifiable cause, shall become dissatisfied with any Sureties pursuant to the Performance or Payment Bonds, the Contractor shall within five (5) days after such notice from BOCC to do so, substitute an acceptable bonds(s) in such forms and sum and signed by such other Surety as may be satisfactory to BOCC. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor

shall they be made until the new Surety or Sureties shall have furnished such an acceptable bond to BOCC.

4. No telephone, e-mail, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Contractor. Bids received after the opening time specified will not be considered.

### **BIDDING INSTRUCTIONS**

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Department of Development Services.

- Bid Package includes General Instructions, Bidding Instructions, Bid Form, Insurance Supplement, Bid Bond, Anti-Collusion Affidavit, Certificate of Intent to Subcontract, Specifications, Bid schedule and Sample Contract.

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

Bid Form - Pages 8 and 9

Bid Schedule - Page 16

Anti-Collusion Affidavit -Page 17

Certificate of Intent to Subcontract-Page 18

Bid Bond - Page 19

**Each Bid over \$25,000 must be accompanied by a Bid Guaranty consisting of a properly Certified Check, Cashier's Check or Bid Bond, in the amount of five percent (5%) of the Contractor's bid, without conditions, payable to BOCC.** The sample Bid Bond included in these bid documents may be used as Bid Guaranty. This is the only acceptable form for a Bid Bond, no other form will be accepted. Bid Guaranties may be held until the contract is awarded, provided the time from bid opening to contract award does not exceed thirty days.

The successful Contractor will be required to furnish Performance and Payment Bonds. Each bid must contain a unit bid price for each item shown in the Bid Schedule, and a completed Certificate of Intent to Subcontract. Failure to include unit bid prices and Certificate may be cause for rejection.

The original of the signed Affidavit relative to collusion shall be submitted by the Contractor with the bid. The bid will be rejected if it does not contain the signed affidavit. The Bid and Bid Guaranty must be placed in one envelope securely sealed and labeled.



CONTRACTOR agrees that work will commence as soon as contract is awarded and be substantially completed on or before 12/15/25 .

CONTRACTOR accepts the provisions of the Purchase of Services Agreement to be issued by BOCC for liquidated damages in said Agreement under Article 2 and as stated below.

LIQUIDATED DAMAGES: If **Applies** ~~**Does Not Apply**~~ BOCC and Contractor recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration preceding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One Hundred and no/100 Dollars (\$ 100.00) for each day that expires after the time specified above for substantial completion until the work is substantially complete.

In regard to Liquidated Damages, BOCC will take into consideration weather conditions that may affect job completion. One day will be given for each day the Contractor is unable to work due to adverse weather conditions.

**BID FORM FOR PROJECT NO.** 202505 Replace RTUs EC-B1 and EC-B4 at PSC

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado  
I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s). \_\_\_\_\_ is hereby acknowledged.

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Bid, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Bid Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Bid shall form and be part of the Contract to be signed by me/us if this Bid is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for.

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to Details, Plans, and Specifications in RFP 202505,  
Replace RTUs EC-B1 and EC-B4 at PSC as advertised by Moffat County, Colorado,  
7/16/25 and 7/23/25 a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to Masterworks  
(Contractor), by adequate Workers' Compensation Insurance.

I/We agree that any Extra Work or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the BOCC within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, re-advertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Moffat County Housing Authority as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed", and to complete the same within 60 working days in accordance with the "Notice to Proceed".

It is agreed that in case the Contract is awarded to another, this Bid Guaranty, unless forfeited as stated herein, will be returned to: \_\_\_\_\_

Respectfully submitted,

Mason Updike      8.22.25  
Signature                                  Date

Print Clearly: MASON UPDIKE

Operations Manager  
Name Title

MASTERWORKS MECHANICAL  
Company Name

461 Yampa Ave  
Mailing Address

461 Yampa Ave  
Street Address

Craig CO 81625  
City/State/Zip Code

(970) 824-4810  
Phone

masterworksmason@gmail.com  
Email

DUNS No.: \_\_\_\_\_

Attest: \_\_\_\_\_

County of: \_\_\_\_\_

(SEAL)

State of \_\_\_\_\_

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item shown in the Scope of Work, a completed Certificate of Intent to Subcontract, and a signed Anti Collusion Affidavit.

## **INSURANCE REQUIREMENTS**

**CONTRACTOR'S LIABILITY INSURANCE:** The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workman's Compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage; and
3. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Insurance covering claims for damages to persons or property required by the preceding paragraph shall be in the following amounts:

Bodily Injury Liability	Each Person:	\$1,000,000
	Each Accident:	
	Or Occurrence:	\$1,000,000
Property Damage Liability:	Each Accident	
	Or Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000

And shall be furnished in types specified, as follows:

1. Contractor's Liability Insurance issued to and covering the liability for damage imposed by law upon the Contractor and each subcontractor with respect to all work performed by them under the Agreement.

2. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the Agreement performed for the Contractor by subcontractors.
3. Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof out of that part of the work performed by each.
4. Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
5. The Contractor shall in addition, in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon the BOCC with respect to all operations under the Agreement by the Contractor or his subcontractors.

COMPREHENSIVE RISK POLICY OPTION: In lieu of the several policies specified for Contractor's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurances and requirements hereinafter set forth, with an umbrella covering of \$1,000,000, subject to the approval of the BOCC, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under this contract, Contractor shall either (1) require each of his subcontractors to procure and maintain, during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of the BOCC, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to the BOCC shall be filed with the BOCC before commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days written notice has been given the BOCC. Contractor shall not permit any of his subcontractors to start work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the Contractor. If requested by BOCC, Contractor shall provide a copy of the insurance policy to BOCC.

Failure of the Contractor to comply with the foregoing insurance requirements shall in no way waive the BOCC's rights hereunder.

Contractor further agrees that all such policies shall be endorsed to name Moffat County, its Affiliates, Project Manager, Representatives and Employees as additional insureds and such insurance shall be by insurers and for policy limits acceptable to County.

BOCC'S LIABILITY INSURANCE: The BOCC, at its option, may purchase and maintain such liability insurance as will protect it against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the Contractor from purchasing and maintaining the insurance herein before specified.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor agrees to defend, hold harmless, and unconditionally indemnify County and all of its Affiliates (defined below), and all of their respective officers, directors and employees, against and for all liabilities, costs, expenses (including attorney's fees and expenses of investigation), claims and damages which County may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by or resulting from Contractor's breach of this Agreement or acts or failures to act by Contractor or its employees or agents in the performance of this Agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of County.

## **SPECIFICATIONS**

Moffat County, Colorado  
1198 W. Victory Way, Ste. 107  
Craig, CO 81625

RFP No.:	<u>202505</u>	Description:	<u>Replace RTUs EC-B1 and EC-B4</u>
Issue Date:	<u>7/10/25</u>	Deadline for questions:	<u>8/4/25</u>
Submission Deadline:	<u>8/7/25</u>	Pre-Bid Meeting REQUIRED:	<u>7/24/25</u>
BOCC Award:	<u>8/12/25</u>	Contract Timeline:	<u>8/12/25 - 12/15/25</u>

## **GENERAL NOTES**

Contractor shall furnish and install two (2) rooftop units (RTU-EC B1 and EC-B4) to match the capacity and performance of the existing units as identified in the attached equipment tags and layout plans at the Moffat County Public Safety Center 800 W. 1st Street Craig, CO 81625.

Contractors are required to visit the site prior to bid. Questions concerning existing facilities should be addressed to Neil Binder, Director of Development Services for Moffat County 970-824-9160.

## **SPECIFICATIONS:**

Manufacturer: Trane (or County-approved equal)

Type: Packaged Rooftop Unit (RTU)

Cooling: Direct Expansion (DX)

Heating: Natural Gas

Efficiency: Standard efficiency rating (match existing)

Configuration: Convertible airflow configuration

Compressor Configuration: Dual compressors per unit

Controls: Microprocessor-based control system

Heating Capacity: High gas capacity – match or exceed existing performance

Economizer:

Type: Dry bulb control, 1%–100% modulation

Features: Barometric relief

Electrical: 3-phase power supply

Condenser Coil: Standard coil construction with factory-installed hail guard

Sensor: Programmable thermostat/sensor with night setback capability (Fid control)

Curb Adapter: Provide and install curb adapter compatible with existing curb and ductwork



#### ADDITIONAL REQUIREMENTS:

Contractor is responsible for crane services, rigging, curb modification (if needed), electrical reconnections, gas piping, controls interface, and system testing.

All equipment must comply with applicable codes and regulations.

Start-up and commissioning shall be included in the scope of work.

Submit cut sheets, warranty documentation, and O&M manuals upon project completion.

#### SUBMITTALS:

Provide the following prior to installation for review and approval:

Equipment submittals showing model numbers, capacities, and detailed specifications

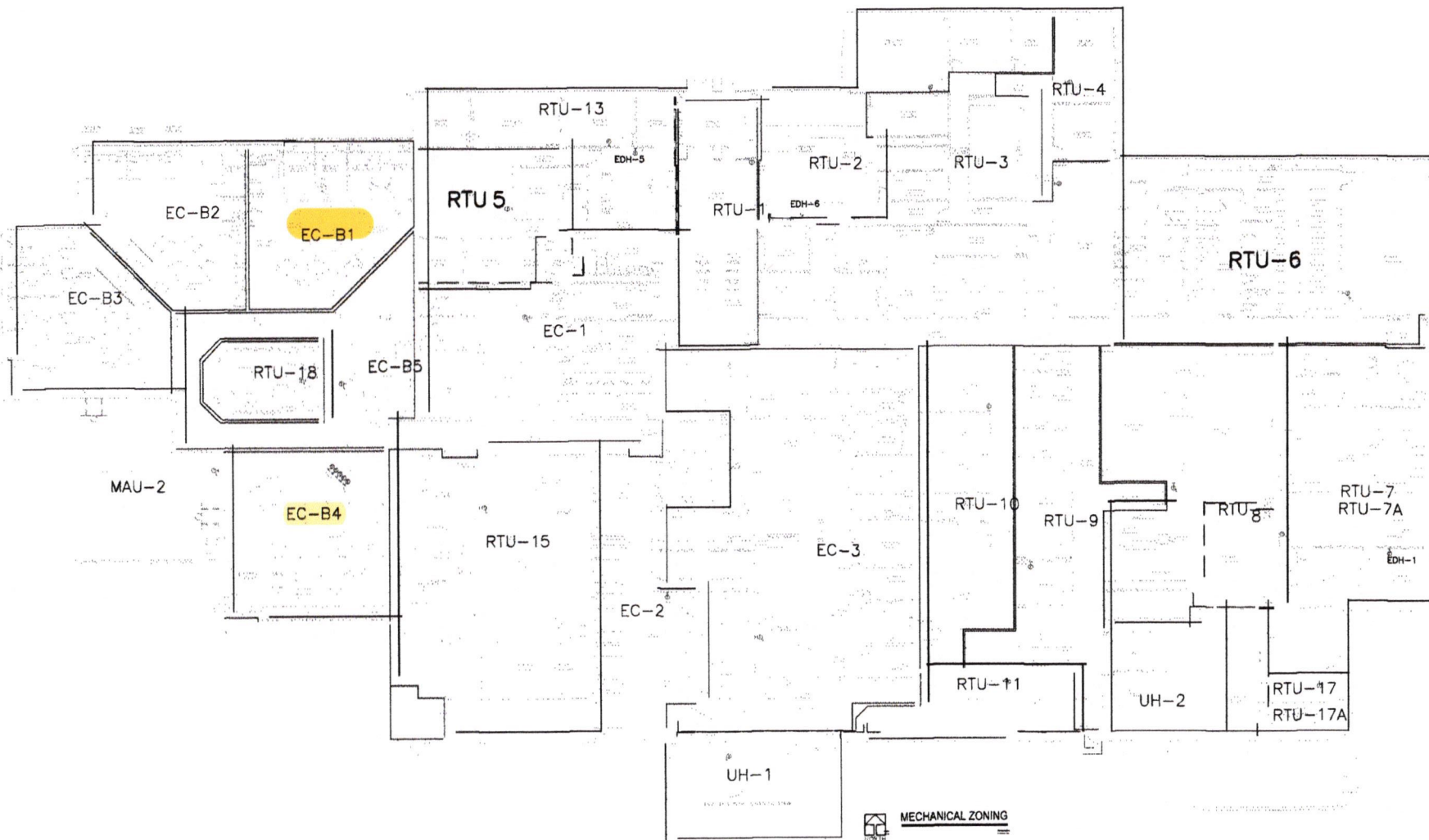
Curb adapter detail drawings

Control wiring diagrams

#### WARRANTY:

Minimum one (1) year parts and labor warranty

Manufacturer's standard equipment warranty shall apply



MECHANICAL ZONING

Serial Number EC B1

**TRANE**  
PANAMA CITY, FL 32405

MODEL NO. YSC092F4RHA01D00100000000 D  
SERIAL NO. 122613137L

DATE OF MFG. 06/2012  
ELECTRICAL RATING 460/60/3  
MIN/MAX OPER. VOLT 414/506  
MIN CKT AMP 18.5  
MPS/MCB 20  
CONTROL CKT. VOLTS 24 VAC

**GAS-FIRED**  
**UL**  
**LISTED**  
199F  
GAS HEATING PORTION  
ANSI Z21.47A - 2007 /  
CSA 2.3A-2007  
- CENTRAL FURNACE

FORCED AIR FURNACE WITH  
COOLING UNIT, FOR OUTDOOR  
INSTALLATION ONLY.

THIS UNIT SHOULD BE INSTALLED  
AND REGULARLY MAINTAINED IN  
ACCORDANCE WITH THE SERVICE  
LITERATURE MANUAL(S).

MINIMUM TEST PRESSURE HIGH 449 LOW 238 PSIG  
COMP QTY PH HZ RLA-VOLTS LRA  
#1 1 3 60 6.3/460 55  
#2 1 3 60 6.1/460 41

FAN  
COND QTY PH HZ FLA-VOLTS HP  
EVAP STANDARD 1 1 60 2.8/460 0.75  
EVAP OVERSIZE 1 3 60 1.70/460 1.00  
1 3 60 4.60/460 3.00

FACTORY CHARGED  
CKT#1 3.9 LBS R-410A  
CKT#2 3.6 LBS R-410A

SCRATCH INK OFF SQUARE WHEN OVERSIZED MOTOR IS INSTALLED

HEATING INPUT BTUH 200000  
HEATING OUTPUT BTUH 160000  
HEATING BTU PER HOUR 140000  
HEATING THERMAL EFFICIENCY 80  
MAX EXT S.P. INCHES W.C. 0.20  
TEMP RISE 35 TO 65 DEG F  
DESIGNED MAX OUTLET AIR TEMP 180 DEG F  
MAX GAS SUPPLY PRESS IN W.C. 14.0  
MIN GAS SUPPLY PRESS FOR PURPOSE OF INPUT ADJ IN W.C. 4.5  
FOR USE AT ALTITUDES OF 0-2000 FT.

FOR NATURAL GAS  
MIN AMBIENT TEMP. -41 F

PURGE DRILL SIZE 3.3MM  
MANIFOLD PRESS INCHES W.C. 1.8/3.5  
MAX INPUT BTU PER HOUR 200000

CLEARANCE TO COMBUSTIBLE MATERIAL (INCHES): TOP NO OBSTRUCTIONS  
L. SIDE 24; R. SIDE 24; FRONT 24; BACK 18. FOR INSTALLATION ON  
COMBUSTIBLE FLOORING OR CLASS A.B. OR C ROOF COVERING MATERIAL.

**Precedent**

ASSEMBLED IN U.S.A.

**TRANE**  
PANAMA CITY, FL 32405

NO. DU MODELE YSC092F4RHA01D00100000000 D  
NO. DU SERIE 122613137L

DATE DE MFG. 06/2012  
TENSION NOMINALE 460/60/3  
AMP MIN/MAX DE FONCT. 414/506  
MPS/MCB 18.5  
TENSION DU CIRCUIT 24 VAC

**GAS-FIRED**  
**UL**  
**LISTED**  
199F  
GAS HEATING PORTION  
ANSI Z21.47A - 2007 /  
CSA 2.3A-2007  
- CENTRAL FURNACE

FORCED AIR FURNACE WITH  
COOLING UNIT, FOR OUTDOOR  
INSTALLATION ONLY.

THIS UNIT SHOULD BE INSTALLED  
AND REGULARLY MAINTAINED IN  
ACCORDANCE WITH THE SERVICE  
LITERATURE MANUAL(S).

MINIMUM TEST PRESSURE HIGH 449 LOW 238 PSIG  
COMP QTY PH HZ RLA-VOLTS LRA  
#1 1 3 60 6.3/460 55  
#2 1 3 60 6.1/460 41

FAN  
COND QTY PH HZ FLA-VOLTS HP  
EVAP STANDARD 1 1 60 2.8/460 0.75  
EVAP OVERSIZE 1 3 60 1.70/460 1.00  
1 3 60 4.60/460 3.00

FACTORY CHARGED  
CKT#1 3.9 LBS R-410A  
CKT#2 3.6 LBS R-410A

SCRATCH INK OFF SQUARE WHEN OVERSIZED MOTOR IS INSTALLED

HEATING INPUT BTUH 200000  
HEATING OUTPUT BTUH 160000  
HEATING BTU PER HOUR 140000  
HEATING THERMAL EFFICIENCY 80  
MAX EXT S.P. INCHES W.C. 0.20  
TEMP RISE 35 TO 65 DEG F  
DESIGNED MAX OUTLET AIR TEMP 180 DEG F  
MAX GAS SUPPLY PRESS IN W.C. 14.0  
MIN GAS SUPPLY PRESS FOR PURPOSE OF INPUT ADJ IN W.C. 4.5  
FOR USE AT ALTITUDES OF 0-2000 FT.

FOR NATURAL GAS  
MIN AMBIENT TEMP. -41 F

PURGE DRILL SIZE 3.3MM  
MANIFOLD PRESS INCHES W.C. 1.8/3.5  
MAX INPUT BTU PER HOUR 200000

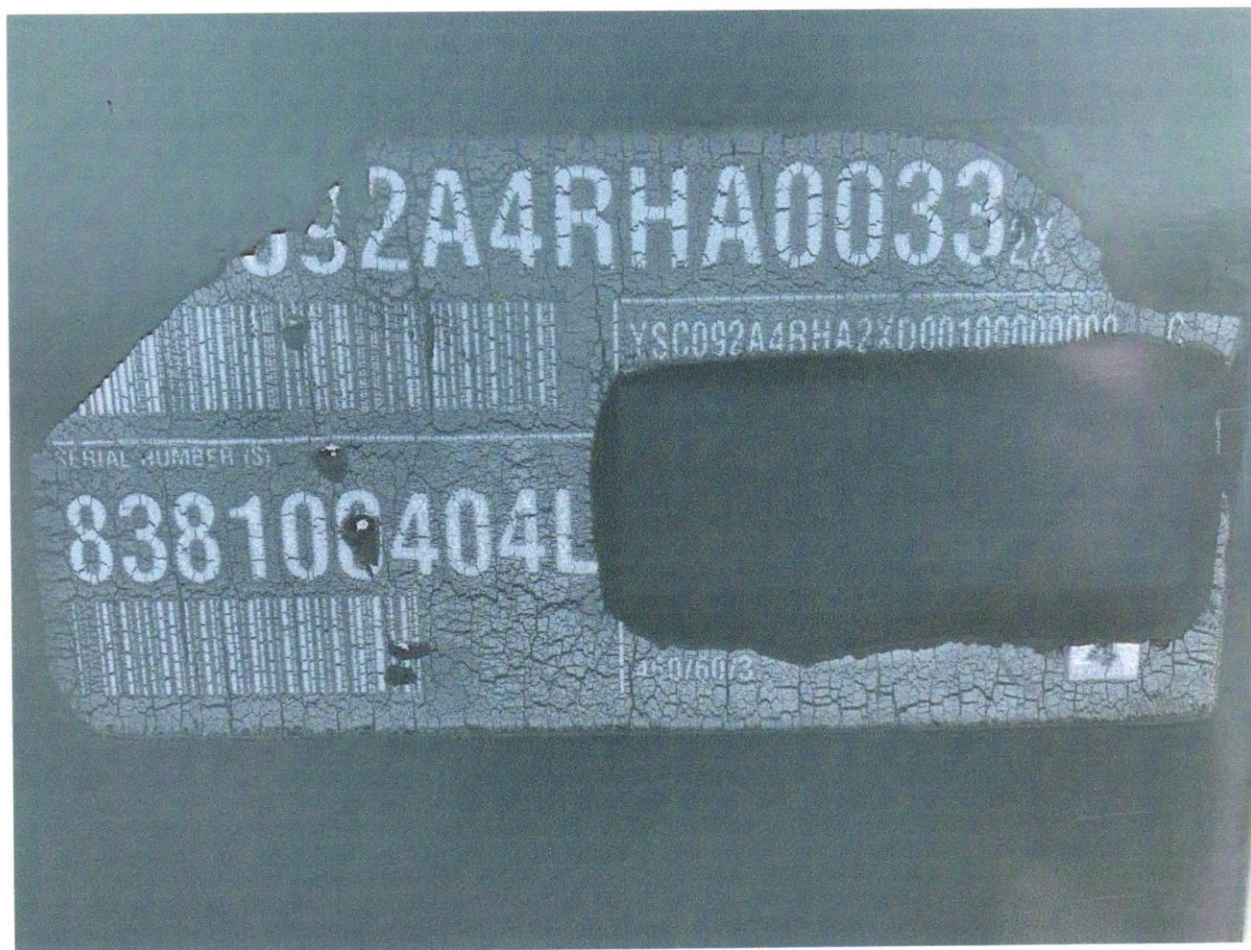
CLEARANCE TO COMBUSTIBLE MATERIAL (INCHES): TOP NO OBSTRUCTIONS  
L. SIDE 24; R. SIDE 24; FRONT 24; BACK 18. FOR INSTALLATION ON  
COMBUSTIBLE FLOORING OR CLASS A.B. OR C ROOF COVERING MATERIAL.

**Precedent**

ASSEMBLED IN U.S.A.



Serial Number EC B4



**ANTI-COLLUSION AFFIDAVIT**

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
- 2B. Neither the price(s) nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made or will be made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high noncompetitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, non-competitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Moffat County, Colorado of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Vendor's Firm or Company Name: MASTERWORKS MECHANICAL

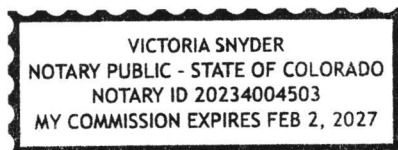
Matthew Updegraff  
Signature

Ops Manager  
Title

8.22.25  
Date

The foregoing instrument was acknowledged before me this 22nd day of August, 2025.

Victoria Snyder  
Notary Public



## CERTIFICATE OF INTENT TO SUBCONTRACT

In accordance with Section 108.01 of the Standard Specifications, the successful bidder may subcontract a portion of the contract. The bidder hereby certifies that if awarded the contract, he/she:

\_\_\_\_\_ **Does Or**            \_\_\_\_\_ **Does Not** intend to subcontract a portion of the work. (Insert Check Boxes)

Following are the names and addresses of proposed subcontractors and the items and cost of the work each will subcontract. Any changes made to this list after award of contract must be approved in writing by the Project Manager.

Name/Address	Subcontract Item	Project Cost

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





Masterworks Mechanical Inc  
PO Box 1094  
Craig, CO 81626

Phone: (970) 824-4840  
Fax: (970) 824-7520  
masterworksoffice@gmail.com  
<https://masterworksmechanical.com>

EXHIBIT  
B

Bill to  
**Moffat County Facilities**  
1198 W Victory Way  
Craig, CO 81625

Ship to  
**Moffat County Safety Cent**  
800 W 1st Street  
Craig, CO 81625

**Quote #: q2302**

Quote Date: 8/7/2025

Quote Expiration Date: 9/6/2025

Item	Description	Quantity	Price	Amount
Quote HVAC	<p>Quote is for installation of 2 RTU's replacing the existing units EC-B1 and EC-B4. The new RTU's will utilize the new refrigerant R454B which is different then the rest of the units at this location. Quote is designed with replacing both units on the same day to minimize the crane's time on site.</p> <p>Quote assumes that the new units will talk with the building controls system. If new units need an update for the control system to talk with the existing control system Trane technicians will need to be dispatched to update for an extra \$17,000. At this time we feel the current system should interface with the new units.</p> <p>NOT INCLUDED IS ANY ELECTRICAL WORK NEEDED. (Should expect electrician for disconnects at the units)</p> <p>Lead time on equipment is estimated to be 6 weeks on average after signed proposal and acceptance. There should be no need for a curb adapter if there has been no modifications made to the existing curb.</p>	1	\$38,500.00	\$38,500.00

In order to accept this work a signed proposal must be returned to our office and a 50% deposit must be made. Without both, an acceptance is not valid.  
Deposits paid by Credit Card are subject to a 2.5% surcharge.

Permit fees, taxes and freight are not included in this pricing and will be added later as applicable. This proposal may be withdrawn if not accepted within 30 days

Subtotal:	\$38,500.00
Tax:	\$0.00
Total:	\$38,500.00
Payments:	\$0.00

Issue 7/10

Pre bid 7/24

Budget \$36,000 → increase of \$2,500  
\$19,500





Masterworks Mechanical Inc  
PO Box 1094  
Craig, CO 81626

Phone: (970) 824-4840  
Fax: (970) 824-7520  
masterworksoffice@gmail.com  
<https://masterworksmechanical.com>

The Customer will be responsible for all electrical, drywall, concrete and painting needs or repairs should they arise. The above are not included in this proposal and must be arranged with an appropriate contractor.

### **Authorization**

I hereby authorize the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion.

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**August 28, 2025**

Morgan Anderson  
Colorado Parks and Wildlife  
Regional Partnership Initiative  
6060 Broadway  
Denver, CO 80216

**RE: Letter of Support – Northwest Colorado Outdoors (NWCO) Implementation Grant**

Dear Ms. Anderson,

The Moffat County Board of County Commissioners, in Craig, Colorado, is pleased to offer our support for the Northwest Colorado Outdoors (NWCO) Regional Partnerships Initiative (RPI) Implementation Grant application.

We appreciate your diligence in restructuring this effort by moving the grant to our trusted partners at the Associated Governments of Northwest Colorado. This step has helped to earn trust, and ensures integrity of the RPI, affirming that it reflects the real voices and values of our communities and citizens who live, work, and play here. With this regional effort now on solid footing, we are confident it will continue to represent the priorities and cultural values of Northwest Colorado.

Working landscapes and multiple-use recreation are central to our local economies, public health, and quality of life. As the second-largest county in Colorado, with the majority of public and private lands, we recognize the need for collaborative, locally led approaches that bring together public land agencies, private partners, and community stakeholders.

Through the current RPI planning grant, the NWCO partnership has taken meaningful steps to re-engage stakeholders and rebuild its structure. The proposed implementation grant will serve as a catalyst to sustain this progress and move toward coordinated, on-the-ground action. Planned work includes development of a public-facing outdoor asset map to identify opportunities, gaps, and investment needs, paired with a regional mapping effort to align federal, state, and local plans. Continued stakeholder engagement—including youth and underserved communities—will be supported through a locally led governance model and flexible meeting formats that reflect the geography and culture of our region.

Recent wildfires in our area, including the Lee, now rated the 4th largest in Colorado history, and Elk fires, together impacting over 153,362 acres, underscore the urgency of this work. Strategic conservation and recreation planning are critical to protecting landscapes, increasing resilience, and strengthening a diverse economy that includes agriculture, energy, industry, and outdoor recreation.

The Moffat County Board of County Commissioners fully supports the NWCO effort and respectfully urges full consideration and prioritized funding of this application.

Sincerely,



Melody Villard, Chair  
Moffat County Board of County Commissioners

Gunnison County Stockgrowers Association, Inc.

Citizen Petition for Rulemaking Seeking Wolf Reintroduction Delay

Colorado Parks and Wildlife Commission

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## Issue

This Petition for Rulemaking (“petition”) is filed on behalf of the Gunnison County Stockgrowers Association, Inc., the Colorado Cattleman’s Association, Colorado Woolgrowers Association, Club20, Colorado Farm Bureau and the other petitioners listed herein. This petition asks the Colorado Parks and Wildlife Commission (the “Commission”) to adopt a rule that delays the introduction of new gray wolves until the requirements set forth in Proposition 114 and codified in the Colorado Revised Statutes at 33-2-105.8, including that wolf restoration be designed to resolve conflicts with persons engaged in farming and ranching, are satisfied. Specifically, the petition seeks to adopt a rule that delays wolf releases until at least November 16, 2026, to address current program shortcomings as identified herein..

On September 27, 2024 a petition was filed with the Commission seeking to pause additional wolf releases until after programmatic measures to prevent livestock conflicts were fully established. On January 8, 2025, a full three months after the initial filing and after the process of capturing and releasing new wolves was already underway, the Commission voted to deny the petition. The enclosed petition seeks a similar remedy but also provides new and substantial information to the Commission supporting the proposed rulemaking. The following petition complies with the recommended waiting period between filings in order to avoid a “disfavorable review” as described in the 2022 Citizen Petition update published by the CPW.

The guidelines for Commission review are provided below:

Page 3, Citizen Petition Packet, October 2022 Update:

***Staff Review of Petitions.*** After submission, the Regulations Manager will review your petition for completeness. A complete petition will be posted online to CPW’s Citizen Petition Page, indicating the petition has been received by CPW and is under consideration. The petition will then be reviewed and discussed by upper-level CPW managers at an internal Regulation Review Meeting. This is when staff’s position on or response to your petition is formulated. Staff’s position on your petition will be shared with you by the Regulations Manager, shared with the Commission, and posted online a couple of weeks after the internal Regulation Review meeting.

Under the Commission’s rules, the Chair of the Commission has the authority to act on behalf of the Commission and place the petition on the Commission’s agenda. Because this petition is

time sensitive, we ask that the Commission vote on the merits of this petition and initiate the proposed rulemaking during the October 9, 2025 Commission Meeting. This petition is filed in accordance with the 30-day advanced filing requirements for placement on a meeting agenda.

We request that the Commission vote on this Petition to pause additional wolf releases no later than the November 13–14, 2025 meeting given that no meeting is scheduled in December. This schedule would allow for an unbiased decision to be made prior to the capture and release of new wolves. Unfortunately, the Commission delayed action on the September 2024 petition until January 2025—after efforts to capture and release wolves from British Columbia were well underway. Petitioners herein want to avoid that scenario, and the due process, ethical, and procedural implications that are implied in that conduct. If the Commission chooses not to take action on this petition until after efforts are underway to introduce additional wolves, that failure to act will be in essence a de facto denial of this petition.

The time sensitive nature of this petition is evidenced also by the Division of Parks and Wildlife’s (the “Division”) recent activities pertaining to the introduction of additional wolves in Colorado. The Division appears to be planning a release sometime in late 2025 or early 2026. Materials provided to the Commission for consideration during their meeting on July 17<sup>th</sup> state clearly that negotiations with potential new wolf sources are underway. In addition, CPW staff in the Gunnison County area held a meeting (with very restrictive attendance allowed) on July 25, 2025 to discuss the potential for new wolf introductions in the Southern Release Area in late 2025 or early 2026. And when specifically asked by the Commission during the June 11, 2025 Commission meeting, the Division staff reported that negotiations were underway to renew the expired Memorandum of Agreement between the CPW and British Columbia in order to obtain additional wolves for capture and release.

Given the historic practice of capturing and releasing new wolves in early winter, we believe that this petition and request for expedient review is filed in accordance with the Commission’s guidelines and statutory requirements and allows enough time to review prior to implementing capture and release activities. Petitioners respectfully request your consideration and action.

This petition seeks to amend Chapter W-10 of the Commission's Wildlife Regulations, 2 Colo. Code Regs. 406-10:1001, to add a new rule directing Division staff or agents to refrain from taking any actions to procure gray wolves outside of Colorado or to release gray wolves in Colorado that are not already resident in the State. The proposed text is shown below.

A. Colorado Division of Parks and Wildlife Employees and Agents

1. Capture and relocation of nongame, endangered, or threatened gray wolves is prohibited except as carried out by the Division or its agents or by the U.S. Fish and Wildlife Service or its agents.

2. The Division and its agents are prohibited from transporting additional gray wolves into the State of Colorado from November 15, 2025 until at least November 16, 2026.

These rules govern the Commission or the Division's introduction of additional gray wolves in Colorado. Proposition 114, codified at C.R.S. § 33-2-105.8 required the Commission to "take the steps necessary to begin reintroductions of gray wolves by December 31, 2023." The Commission complied with the statutory mandate by introducing ten gray wolves in Colorado by December 31, 2023. The Commission captured an additional 15 wolves in January of 2025 and released those in accordance with criteria spelled out in the Wolf Management Plan. The statute does not mandate the date by which the Commission must introduce additional wolves. These rules apply to the Commission's introduction of any additional gray wolves in Colorado.

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### **Rule Justification**

The Petitioners are requesting a one-year delay in additional wolf releases, until at least November 16, 2026 to allow time to implement reforms to the Division's gray wolf management program and to address budget shortfalls. Generally speaking, the current gray wolf management program has not achieved the requirements approved by the voters of Colorado when Proposition 114 was adopted in 2020. The ballot measure and subsequent statutory provisions require that the wolf reintroduction be designed to resolve conflicts with persons engaged in farming and ranching. However, the repeated gray wolf depredations in Grand County, Pitkin County, and elsewhere have exposed the wolf management program's shortfalls, including flawed procedures for missing livestock compensation, a lack of communication between Division staff and livestock producers, and inadequate resources for implementing conflict mitigation, among others. As these issues demonstrate, the program design is not in compliance with the will of the voters or the statutory requirements. The release of additional gray wolves in Colorado will further exhaust the resources of the Commission and Division, thereby impeding the adoption of the programmatic changes required to bring the reintroduction into compliance with Proposition 114's requirements. Therefore, such additional

releases must be delayed until the Commission and Division bring the gray wolf management program into compliance.

In particular, the Division's management of chronic depredations by the Copper Creek Pack and other chronically depredating wolves underscores that the Division currently lacks the ability to effectively prevent and resolve conflicts with persons engaged in farming and ranching activities in Colorado. The Copper Creek Pack was one of the first packs to form in Colorado after the initial 10 gray wolves were reintroduced. The pack was responsible for nearly two dozen confirmed livestock depredations in Grand County, and was suspected of several additional livestock depredations in that area.<sup>1</sup> Despite multiple clear statements in the Wolf Plan that "[r]elocation of depredating wolves has little technical merit,"<sup>2</sup> the members of the Copper Creek pack were captured and relocated to Pitkin County, where they have continued to prey on livestock despite the lethal removal of one pack member and the death of its original patriarch.<sup>3</sup>

As recognized in the Wolf Plan, relocation of depredating wolves does not solve a depredation problem. It merely imposes that problem on another part of the state. Predictably, the relocation of the Copper Creek Pack has led to the wolves from this pack targeting livestock in Pitkin County. While the Division has escalated its response to the Copper Creek Pack's depredations, the problem has not been stopped and the Division will be forced to continue to expend time and resources addressing the conflicts caused by this pack.

The additional steps the Division has taken, while helpful, are half measures that do not prevent or resolve livestock conflicts. The range rider program implemented by the Division, for example, lacks sufficient personnel to patrol all areas where depredations and other problematic behavior are occurring, let alone all areas where wolves are present near livestock. Further, even in areas where the Division's range riders are operating, the Division lacks the funds and personnel to ensure riders are present 24 hours a day, 7 days a week. This coverage is necessary in areas where wolves are preying on livestock, as demonstrated by depredations that occurred in Pitkin County over the July 4 holiday when range riders were given time off. Wolves, unlike humans, do not take time off and will not leave livestock unharmed just because range riders are unavailable. The Division surely understands this but lacks the budget to hire additional riders or provide round the clock coverage even when depredations are occurring.

The lack of sufficient funds is a key factor hampering the Division from fully complying with its obligations under Proposition 114. Not only is the Division hamstrung by its inability to hire an adequate number of range riders, but it is also being overwhelmed by more compensation claims than it anticipated. This has led to a perception, fair or not, that Division staff may be

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<sup>1</sup> Jennifer Brown and Tracy Ross, "Colorado wildlife managers are trapping and relocating wolves that were part of the state's reintroduction plan," Colorado Sun (Aug. 28, 2024).

<sup>2</sup> E.g., Wolf Plan, App. B-9.

<sup>3</sup> Ali Longwell, "Colorado Parks and Wildlife officers searching for Copper Creek Pack to kill another wolf responsible for livestock attacks in Pitkin County," Vail Daily (July 28, 2025).



facing pressure to deny compensation claims even when it is evident that livestock have been killed or injured by wolves.<sup>4</sup> This is underscored by the petition filed by wolf advocates seeking further restrictions on eligibility for compensation claims, which they say are justified—despite conflict with the plain language of the statute—based on the Division’s limited budget.

Put simply, the Division lacks the funding to manage the wolves that are already here to the level required by Proposition 114, let alone to introduce even more wolves to Colorado. More wolves should not be imported to Colorado, at great expense, until the Division has the funding, staffing and policies in place to effectively manage wolves in Colorado. Robust and effective front-end management is also fiscally prudent, as it will minimize the number of compensation claims the Division pays.

The Division has been overly focused the fact that Proposition 114 requires wolves to be introduced to Colorado. It has paid far less attention to the equally important part of the statute that requires the Division to manage wolves to prevent and resolve conflicts with farmers and ranchers. The Division has met its obligation to begin wolf reintroductions by December 31, 2023. It is time for the agency to take a much-needed pause to ensure that it can meet its obligations to prevent and resolve conflicts as required by the voters of Colorado.

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<sup>4</sup> Miles Blumhardt, “Secret recording sparks fears of dishonesty within Colorado’s wolf program,” Fort Collins Coloradoan (July 24, 2025).

**New National Opioids Settlement: Secondary Manufacturers – Action  
Needed by October 8, 2025**

Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Moffat County, CO  
Reference Number: CL-1762859

**TO COLORADO LOCAL POLITICAL SUBDIVISIONS:**

**THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL  
SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS  
SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN  
ORDER TO PARTICIPATE.**

**Deadline: October 8, 2025**

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because all eligible States and Territories, including Colorado, are participating in the Secondary Manufacturers Settlements.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to these settlements so that Colorado can maximize its share of these settlement funds.

All opioid settlement funds that are received as a result of these Secondary Manufacturer settlements will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021. Completing the participation form does not change your decision to "opt-out" and direct funds to the Regional Opioid Abatement Council, or to "opt-in" to retain your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page \(opens webpage\)](#).

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

**The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.**

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may impact and reduce the amount of money for programs to remediate the opioid crisis in Colorado.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, the Colorado Attorney General's Office, and other contacts within Colorado.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within Colorado state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Combined Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Combined Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

#### **How to return signed forms:**

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.



- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line *Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**YOU MUST PARTICIPATE IN THE SECONDARY MAUFACTURERS SETTLEMENTS BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SECONDARY MANUFACTURERS SETTLEMENTS.**

**The sign-on period for subdivisions to participate in the Secondary Manufacturers Settlements ends on October 8, 2025.**

If you have any questions about executing the *Combined Participation Form* for the Secondary Manufacturers Settlements please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or the Colorado Attorney General's Office, Opioid Response Unit at [Opioids@coag.gov](mailto:Opioids@coag.gov) or 720-508-6904.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.*

**EXHIBIT K****Secondary Manufacturers' Combined Subdivision Participation and Release Form**  
**("Combined Participation Form")**

Governmental Entity: Moffat County	State: CO
Authorized Official: Melody villard, County Commissioner, Chair	
Address 1: 1198 W Victory Way Ste 104	
Address 2:	
City, State, Zip: Craig	Colorado 81625
Phone: 970-824-5517	
Email: mvillard@moffatcounty.	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
  - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
  - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
  - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
  - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
  - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
  - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
  - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
  - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.<sup>1</sup>
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,<sup>2</sup> and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

<sup>1</sup> See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

<sup>2</sup> See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.





I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature:

Signed by:  
  
AB9A93A9E94D4BF...

Name:

Melody villard

Title:

County Commissioner, Chair

Date:

9/3/2025





# Constitution Week Proclamation

Moffat County, Colorado

September 17-23, 2025

**WHEREAS:** The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS:** September 17, 2025, marks the two hundred thirty-eighth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I,** Melody Villard, Tony Bohrer, and Donald Broom, by virtue of the authority vested in me as Commissioner of Moffat County in the State of Colorado do hereby proclaim the week of September 17 through 23 as

## CONSTITUTION WEEK

**AND** ask our citizens to join the **Augusta Wallihan Chapter National Society Daughters of the American Revolution** to reaffirm the ideals the Framers of the Constitution had in 1787 by studying the Constitution and reflecting on the privilege of being an American and with the rights and responsibilities which that privilege involves, vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of Moffat County to be affixed this 9th day of September in the year of our Lord two thousand twenty-five.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

SEAL Attest \_\_\_\_\_

## **Letter of Interest**

**Kailee A. Greenwood  
Craig, Co 81625**

**August 30,  
2025**

**Moffat County Library  
570 Green St.  
Craig, Co. 81625**

Dear Moffat County Commissioners,

I am writing to express my interest in serving on the Moffat County Library Board of Trustees. As both a local small business owner (Steel Magnolia Doula Services) and a homeschooling mother, I have a deep appreciation for the essential role our library plays in supporting education, community connection, and lifelong learning.

Our library has been a cornerstone in my family's life. As a homeschooling family, I rely on its vast resources to enrich my child's education, foster their love of reading, and encourage curiosity across all subjects. As a business owner, I value the library as a hub for knowledge, access, and community collaboration. These dual perspectives give me a unique understanding of how the library serves a broad spectrum of patrons and how it can continue to meet the needs of our growing community.

I am passionate about supporting institutions that make a tangible difference in people's lives, and our library is at the top of that list. I would be honored to bring my organizational skills, entrepreneurial perspective, and personal dedication as a parent-educator to the board's work. My goal is to help ensure that the library continues to thrive as an innovative and welcoming space for all.

Thank you for considering my application. I would welcome the opportunity to contribute to the future of Moffat County Library and to give back to an institution that has given so much to me and my family.

Sincerely,  
Kailee A. Greenwood

## Moffat County Planning Commission Application Summary

September 3<sup>rd</sup>, 2025

**J.J Scott** Minor Subdivision sketch/prelim

Application: S-25-04

Applicant: Melissa Prestangen

Description: Minor Subdivision Sketch/Prelim

Regulation Reference: Section 1.010 – Subdivision regulations with reference to Minor Subdivision

Location: T7N, R91W, Section 27

Access: County Road 7

Staff Comments: This is a 32.35-acre parcel - It will be divided into (4) lots: Lot 1- 5.079. Lot 2- 5.01 acres, lot 3- 5.010 acres and lot 4- 19.435 acres. Lots 1-3 have access via CR 7 and lot 4 has an easement through lot 1. There is an existing residence on lot 1. The Prestangens intend on giving one of the lots to their son and have no immediate intent on selling the remaining 2 parcels. These parcels have access to city water so no well permits are expected.

Attachments: Copy of application and plat

Notes: It was brought to the attention of the planning office that a deeded easement was not reflected on the minor subdivision plat.

Results: Board voted 3-0 to recommended approval of the minor subdivision once the easement is reflected on the plat.

Conditions: Existing deeded easement through parcel must be reflected on the subdivided parcels. Surveyor will be making the updates to the final plat



## Moffat County Planning Commission Application Summary

September 3<sup>rd</sup>

### **Powell** Minor Subdivision sketch/prelim

Application: S-25-06

Applicant: Jerry Powell

Description: Minor Subdivision Sketch/Prelim

Regulation Reference: Section 1.010 – Subdivision regulations with reference to Minor Subdivision

Location: T5N, R91W, Section 7

Access: HWY 13

Staff Comments: This is a 268.52-acre parcel. The minor subdivision consists of two parcels Lot 1- 7.192 acres and Lot 2- 11.647. The remain 250.72 acres remain exempt from subdivision regulations. There is an existing access via HWY 13. Well permits are not expected but applicant is aware that an augmentation would be required to apply for any new wells.

Attachments: Copy of application and plat

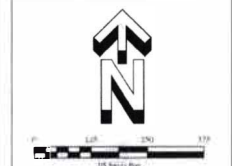
Results: Board voted 3-0 to recommend approval of the sketch/prelim plat and application for minor subdivision. No changes, or conditions

Conditions: NA

# Preliminary Plat of **POWELL MINOR SUBDIVISION** located in Section 7, Township 5 North, Range 91 West of the 6th P.M., City of Craig, Moffat County Colorado

EPP & ASSOCIATES  
 PROFESSIONAL LAND SURVEYORS

433 1/2 Avenue West  
 P.O. Box 1444 Craig, CO 81624  
 Phone (970) 824-8436  
 Fax (970) 824-5277



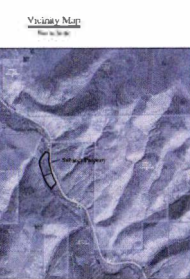
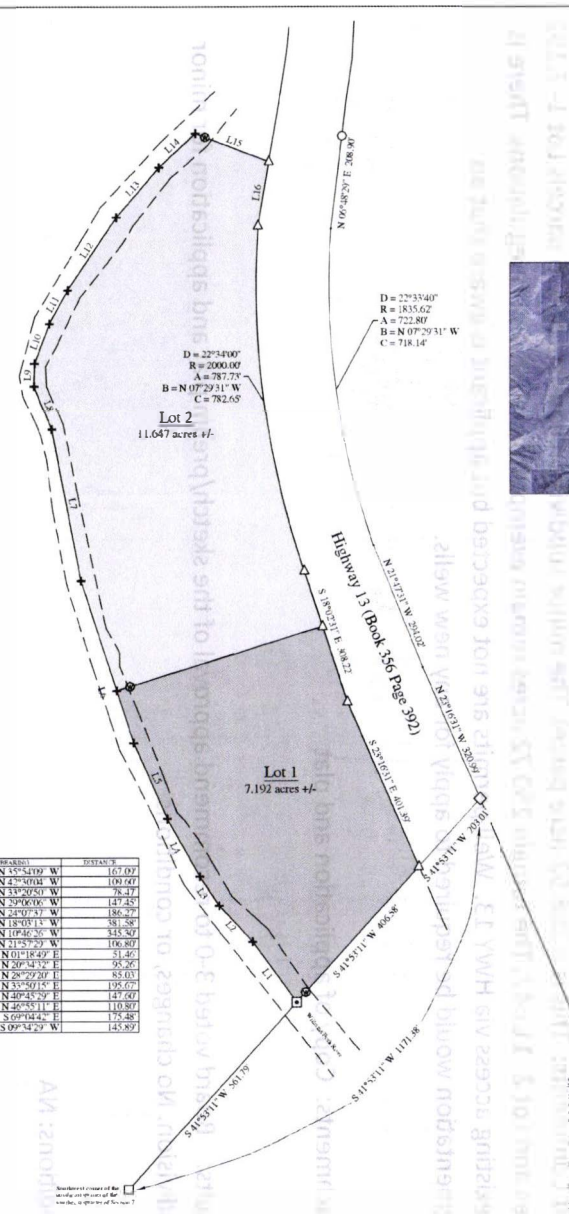
Explanation	
<input type="checkbox"/>	Found 2" alloy cap on No. 4 well by JLS & sons. Suggested to a 3.25" alloy cap on 30" No. 6 well.
<input type="checkbox"/>	Found No. 4 well with change plate cap by JLS & sons.
<input type="checkbox"/>	Found No. 4 well.
<input type="checkbox"/>	Set 18" No. 5 well with 2" alloy cap (Winners corner).
<input type="checkbox"/>	Set 18" No. 5 well with peak (Winners cap).
<input type="checkbox"/>	Calculated position. Corner falls in Williams Fork River. No Monument found at set.
<input type="checkbox"/>	Point of beginning. No Monument found at set.

## Powell Minor Subdivision

## Preliminary Plat

Section:	7
Township:	5N
Range:	91W
Principal Meridian:	6th
County:	Moffat
Scale:	1" = 125'
Job No:	2025.134-01
Drawn By:	MF
Date:	13 Aug 25

**1**



**Notes**

1. This plat is a preliminary plat and is not a final plat. The survey is subject to the provisions of the Colorado Revised Statutes, Chapter 38, Article 1, Section 1.
2. The plat is subject to the provisions of the Colorado Revised Statutes, Chapter 38, Article 1, Section 1.
3. The plat is subject to the provisions of the Colorado Revised Statutes, Chapter 38, Article 1, Section 1.

**Surveyor's Certificate**

I, Michael P. Epp, a duly qualified and Licensed Surveyor in the State of Colorado do hereby certify that the foregoing plat is a true and correct plat of the Powell Minor Subdivision as shown on the attached map and is subject to the provisions of the Colorado Revised Statutes, Chapter 38, Article 1, Section 1.

Michael P. Epp, Surveyor (P.L.S. No. 4000)

### Owner Certificate

I, the undersigned, do hereby certify that the foregoing plat is a true and correct plat of the Powell Minor Subdivision as shown on the attached map and is subject to the provisions of the Colorado Revised Statutes, Chapter 38, Article 1, Section 1.

I, the undersigned, do hereby certify that the foregoing plat is a true and correct plat of the Powell Minor Subdivision as shown on the attached map and is subject to the provisions of the Colorado Revised Statutes, Chapter 38, Article 1, Section 1.

### Notarial Certificate

I, the undersigned, do hereby certify that the foregoing plat is a true and correct plat of the Powell Minor Subdivision as shown on the attached map and is subject to the provisions of the Colorado Revised Statutes, Chapter 38, Article 1, Section 1.

### Planning Commission Approval

Approved by the Planning Commission on this day of \_\_\_\_\_, 2025.

### County Commissioner's Approval

Approved by the County Commissioner on this day of \_\_\_\_\_, 2025.

### Link & Recorder's Certificate

This plat is subject to the provisions of the Colorado Revised Statutes, Chapter 38, Article 1, Section 1.





received  
9/4/25

etm

BID FORM FOR PROJECT NO. 202506 Public Safety Center Security Gates

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado  
I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s) 1 is hereby acknowledged

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Bid, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Bid Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Bid shall form and be part of the Contract to be signed by me/us if this Bid is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for.

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to Details, Plans, and Specifications in RFP 202506, Public Safety Center Security Gates as advertised by Moffat County, Colorado, 8/6/25 and 8/13/25 a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to Taylor Fence Company (Contractor), by adequate Workers' Compensation Insurance.

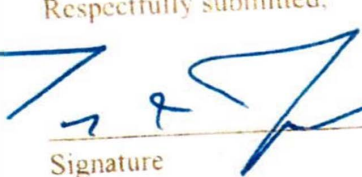
I/We agree that any Extra Work or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the BOCC within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, re-advertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Moffat County Housing Authority as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed", and to complete the same within 60 working days in accordance with the "Notice to Proceed".

It is agreed that in case the Contract is awarded to another, this Bid Guaranty, unless forfeited as stated herein, will be returned to Taylor Fence Company

Respectfully submitted,

  
Signature

8-28-25

Date

Print Clearly

Todd M Jurgens, President  
Name Title

Taylor Fence Company  
Company Name

PO Box 3125, Grand Junction, CO 81502  
Mailing Address

832 21 1/2 Road  
Street Address

Grand Junction, CO 81505  
City/State/Zip Code

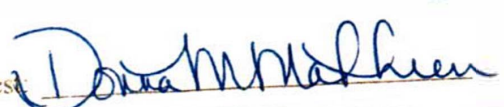
( 970 ) 241-1473  
Phone

jerry@taylorfencecolorado.com  
Email

DUNS No.: \_\_\_\_\_

Attest

(SEAL)

  
**DONNA M MATHIEU**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034010540  
MY COMMISSION EXPIRES MARCH 31, 2027

County of: Mesa

State of Colorado



## Bid Schedule

RFP	202506	Description	Public safety Center Security Gates
-----	--------	-------------	-------------------------------------

Issue Date	7/29/2025	Prebid Meeting	8/14/2025
Questions Due	9/1/2025	Submission Date	9/3/2025
Award Date	9/9/2025	Contract time Line	9/9/25 - 12/31/25

	Quantity	Price Each	Price
Powered Lift/Tilt gates per specifications with 2 free loops, and 40 remotes	2	\$41,423.00	\$82,846.00
Option to change one 20 foot gate to 24 feet	1	\$1,000.00	
Total Bid			\$82,846.00

Contractor: Taylor Fence Company

  
 Signature

8/28/25

Date