

**SAMPLE CONTRACT – MAY NOT REFLECT ALL TERMS OR CONDITIONS OF
FINAL CONTRACT**

**MONTROSE COUNTY CONTRACT FOR PURCHASE OF
B-139 Corrugated Steel Structural Plate Culvert**

THIS CONTRACT is dated as of the ____ day of _____, 2026 by and between Montrose County, Colorado, a body corporate and politic, acting by and through its Board of County Commissioners (hereinafter called "**County**" or "**Buyer**") with administrative offices located at 320 South 1st Street, Suite 300, Montrose, Colorado, and _____ (hereinafter called "**Seller**") whose address is _____ (collectively "**Parties**").

County and Seller, in consideration of the mutual covenants set forth, agree as follows:

1. Seller agrees to sell, and County agrees to purchase a CORRIGATED STEEL STRUCTURAL PLATE CULVERT, 5 gage, with head and wing walls at 71'- 6" x 20'- 7" span, 6'- 10" rise delivered to Montrose County Road and Bridge at a cost of \$ _____. The total purchase price pursuant to this agreement shall not exceed \$ _____ without express prior written authorization from the Montrose County Board of County Commissioners.
2. The reinforced corrugated box culvert shall be delivered to the Montrose County Road and Bridge yard at 63160 LaSalle Rd, Montrose, CO. 81401 on or before October 1, 2026, or a date that is mutually agreed upon by both Parties.
3. Seller shall bill County upon delivery of the corrugated box culvert for the amount of \$ _____. County shall pay invoices within thirty (30) days of receipt.
4. This Agreement consists of this document, along with the Invitation to Bid, which is attached hereto and incorporated herein as Exhibit A. Seller agrees to comply with all requirements of the attached Invitation to Bid.
5. The Project is under the authority of the Montrose County Public Works Department. The Public Works Director or Public Works Director's designee shall be County's liaison with Seller with respect to this Agreement.
6. No change order or other form of order or directive by County, and no amendment to this Agreement, requiring additional compensable work to be performed which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement, shall be of any force or effect unless accompanied by a written approval from the Board of County Commissioners.
7. County is a political subdivision of the State of Colorado and a governmental entity, governed by its Board of County Commissioners, and as such, it is tax exempt.
8. This contract may not be assigned by Seller without prior written approval of the County.
9. County and Seller each binds itself, its partners, successors and legal representatives, as applicable and permitted by law, to the other party hereto, in respect to all covenants, agreements, and obligations contained in this Agreement.

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10. This Contract shall be governed by the laws of the State of Colorado. Jurisdiction and venue of any suit, right, or cause of action arising under, or in connection with this Agreement shall be exclusive in Montrose County, Colorado.

11. This Contract supersedes all previous communications, negotiations and/or contracts between the respective parties hereto, either verbal or written, and the same not expressly contained herein are hereby withdrawn and annulled. This is an integrated agreement and there are no representations about any of the subject matter hereof except as expressly set forth in the Contract Documents.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract effective on the date first above written.

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF MONTROSE, COLORADO**

SELLER:

By: _____
Sue Hansen, Chair

By: _____
name

Attest: _____
Deputy Clerk and Recorder

Attest: _____