



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

## **2022 Fairgrounds Steer Wash Bay Project**

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

**Shak Powers, County Administrator  
Dustin Sattler, Director of Maintenance**



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## **2022 Fairgrounds Steer Wash Bay Project**

### **TABLE OF CONTENTS**

- A. Request for Quote
- B. Instructions to Vendors
- C. Quote Form
- D. Notice of Award
- E. Change Order Form
- F. Construction Agreement
- G. Notice to Proceed



Montezuma County  
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**Request for Quote**

**2022 Fairgrounds Steer Wash Bay Project**

Quotes for furnishing the following to the County of Montezuma, Colorado will be received at the office at 109 West Main Street, Room 260, Cortez, CO 81321 until 12:00p.m. on Friday, May 20, 2022.

***The project consists of Excavating adding 6" of compacted road base, pouring a 8'x24'x6" concrete v pan slab (broom Finish) with 2% slope towards the center and west of pad with a manhole dry well (to be Professionally Engineered by vendor), as well as installing an 2-3/8" pipe fence with three rails (5'Hx24'L) with a 2" galvanized pipe with garden hose inlet and five hose bib outlets. Project is located at the Montezuma County Fairgrounds 30100 US-160, Cortez, CO 81321.***

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

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

Quotes shall be submitted to the Montezuma County Administration office at 109 West Main Street, Room 260, Cortez, CO 81321 with, "**2022 Fairgrounds Steer Wash Bay Project**" as the job name.

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

Dustin Sattler  
Director of Maintenance

ADVERTISED:



### **INSTRUCTIONS TO VENDORS**

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



instructions to vendors. All quotes must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the quote form by the vendor. Quote documents including the quote, the quote guaranty, and the statement of the vendor's qualifications (if requested) shall be attached to the quote with job name "**2022 Fairgrounds Steer Wash Bay Project**". The County may consider as irregular any quote on which there is an alteration of or departure from the quote form hereto attached and at its option may reject the same. If the contract is awarded, it will be awarded by the County to the responsible vendor on the basis of the quote complying with the conditions of the request for quote. The Contract will require the completion of the work according to the contract documents.

5. READING OF QUOTES: Quotes will be received at the office of the Administration building located at 109 West Main, Room 260, Cortez, CO 81321, until 12:00p.m. Friday May 20, 2022 At the time and place fixed for reading quotes, the County will read all quotes received within the time set for receiving quotes, irrespective of any irregularities therein. Vendors and other persons properly interested may be present, in person, or by representative.
6. AWARD OF CONTRACT/NOTICE TO PROCEED: The vendor to whom the award is made will be notified at the earliest possible date. Notice to proceed shall be issued no later than ten (10) days after the execution of the contracts by the owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the owner and the Vendor.
7. VENDOR PREFERENCE: If a nonresident vendor is from a state that provides a quoting preference to vendors from that state, then a comparable percentage disadvantage will be applied to the quote of that nonresident vendor. Additional information is available on our website.
8. MANDATORY WALKTHROUGH: There will be a mandatory walkthrough at the facility on Thursday May 12, 2022 at 9:00 a.m. interested parties are required to be at the walkthrough.
9. TIMELINE: Project can start on Tuesday June 14, 2022 and needs to be complete Friday July 22, 2022



Montezuma County  
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**QUOTE FORM**

**2022 Fairgrounds Steer Wash Bay Project**

TO WHOM IT MAY CONCERN:

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

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

Quotes will be received at the Administration Office, 109 West Main Street, Room 260, Cortez, CO 81321, until 12:00p.m. Friday May 20, 2022.

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Vendor

**VENDOR ACKNOWLEDGMENT OF ADDENDA:**

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

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

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

Phone: (970) 565-8317

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

Fax: (970) 565-3420



**QUOTE FORM**

The quotes are to include compensation for all materials, labor, equipment, and other necessary items to complete the work described in these documents. The following quote items are to include compensation for other particular items pertinent to the project, but not listed separately as a quote item. All quantities are estimates and the actual final quantities will be field-measured and agreed to for final payment. The County reserves the right to add or delete from the quantities shown in the quote form. **The County reserves the right to select and proceed with the quote option that is deemed to be in the County's best interest.**

**2022 Fairgrounds Steer Wash Bay Project**

Item	Description	Unit	Qty	Quote Price	Total Quote Price
1.1	Excavate and prepare pad for concrete with 6" compacted road base				
1.2	Engineer and install manhole dry well (see detail) with grate cover				
1.3	Fabricate 2-3/8" pipe fence 5'x24' with tabs to U bolt 2" SCH 40 water line				
1.4	Form up and pour 8'x24'x6" v pan concrete pad (broom finish) with 2% slope towards center and west of pad, #4 rebar on 16" centers				



Montezuma County  
109 West Main Street Cortez, Room 260  
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**2022 Fairgrounds Steer Wash Bay Project**

Item	Description	Unit	Qty	Quote Price	Total Quote Price
1.5	Attach and install 2" SCH 40 galvanized pipe along top rail of fence with 5 hose bib outlets and one garden hose inlet				
1.6	Total Project Price				





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**NOTICE OF AWARD**

TO:

Project Description: **2022 Fairgrounds Steer Wash Bay Project**

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

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

**ACCEPTANCE OF NOTICE**

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

\_\_\_\_\_ This \_\_ day of \_\_\_\_\_ 2022.



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

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

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

**CHANGE ORDER**

PROJECT TITLE: **2022 Fairgrounds Steer Wash Bay Project**

CHANGE ORDER # \_\_\_\_\_

VENDOR \_\_\_\_\_

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

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

1. Reason for the change:

2. Description of the change:

3. Change in contract price:

4. Change in contract time:

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

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

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

\_\_\_\_\_

Vendor's Representative

Date



Montezuma County  
109 West Main Street Cortez, Room 260  
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SUBMITTED BY: \_\_\_\_\_  
Project Manager or Department Head Date

REVIEWED BY: \_\_\_\_\_  
County Administrator Date

**CONSTRUCTION AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
by and between The County of Montezuma, here after referred to as the County, and \_\_\_\_\_  
\_\_\_\_\_ here after referred to as the Vendor.

**WITNESSETH:**

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

1. **Contract Documents:** The contract documents consist of this agreement, the conditions of the contract (General, supplementary, and other conditions), the drawings, the specifications, all addenda issued prior to and all modifications issued after execution of this agreement. The foregoing documents from the contract, and all are full a part of the contract as if attached to this agreement.
2. **Scope of Work:** The Vendor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project titled: **2022 Fairgrounds Steer Wash Bay Project**, work performed shall be of high quality, in compliance with generally accepted standards of workmanship, and in conformity with the contract documents.
3. **Time of Substantial Completion:** The Vendor will commence the work required by the contract documents on the day indicated in the notice to proceed. The work to be performed pursuant to this agreement shall be substantially completed within the time frame of \_\_\_\_\_ . Any extensions of the time limit set forth must be agreed upon in writing by the parties.
4. **Liquidated Damages:** It is specifically recognized by and between the parties that the County will suffer certain unspecified damages in the event the project is not completed within the time set



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

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



- a. Schedule of work: The Vendor shall provide a schedule for the completion of all unit work items covered by the contract. The Schedule shall indicate the anticipated percentage completion of each unit work item for each month for the duration of the work. The initial schedule must be submitted to the County prior to processing of the first payment request. The schedule will be updated monthly thereafter and submitted with succeeding payment requests, which requests will not be processed in the absence of the updated schedules of work.
  - b. Estimated Schedule of payments: The Vendor shall provide an estimated schedule of monthly payments as a percentage of the total contract sum for each month throughout the term of the contract. The estimated schedule of payments shall be submitted to the County before the first payment request will be processed.
  - c. Personnel Manpower List: The Vendor shall submit a listing of personnel required to complete each unit work item of the contract. The personnel manpower list shall include position title, duties, and duration necessary on the job to complete the unit work items as specified in the contract documents. The manpower list shall be submitted to the County before the first payment request will be processed.
  - d. Cost Breakdown: The contract sum shall be allocated among the various unit work items. For contracts which are quoted on a unit price basis, said allocation is reflected in the quote documents. For contracts which are quoted on a lump sum basis, the Vendor shall allocate the contract sum and the cost allocation shall be submitted to the County before the first payment request will be processed. The failure to file any report required by this agreement shall automatically suspend the processing of all payments required.
9. County Representative: The County hereby designates Dustin Sattler, Director of Maintenance, as its project representative, and authorized this individual to make all necessary and proper decisions with reference to the project. All contract interpretations, change orders, and other requests for clarification or instruction shall be directed to the County representative, who shall be authorized to bind the County with respect to any decision.



10. Change Orders: The County may order changes within the scope of the work without invalidating this agreement. If such changes alter the amount due under the contract documents, or in the time required for the performance of the work, such alteration shall be approved by both parties in writing on the change order. A change order that alters the scope of the work, but not the amount due or the time required, shall be approved by both parties in writing. The Vendor shall not proceed with any work covered by a proposed change order until they receive a properly executed change order form.
11. Governing Law: This agreement shall be governed by the laws of the State of Colorado. The parties agree that jurisdiction and venue for any court action arising from or out of this contract shall be in the 22<sup>nd</sup> Judicial District, Montezuma County, Colorado, District Court.
12. Termination/Default:
  - a. Termination: This agreement may be terminated by either party upon ten (10) days written notice should the other party materially fail to perform in accordance with its terms, through no fault of the party instituting the termination. This agreement may be terminated by the County upon at least ten (10) days written notice to the Vendor in the event the project is permanently abandoned by the County. In the event of termination not the fault of the Vendor, the Vendor shall be compensated for all services performed to termination date, together with reasonable expenses then due.
  - b. Default: Each and every term and condition of this agreement shall be deemed to be a material element of this agreement. Time is of the essence. In the event either party should fail or refuse to perform according to the terms of this agreement, they may be declared in default hereof. A notice of default shall be in writing and signed by the party declaring the contract to be in default. This letter shall include the special portion or portions of the contract which are in default.
  - c. Remedied Upon Default: In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to rectify said default. In the event the default remains uncorrected, the non-defaulting party may elect to 1) terminate the agreement and seek damages; (2) treat the agreement as continuing and require specific performance; or (3) avail themselves of any other



Montezuma County  
109 West Main Street Cortez, Room 260  
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remedy at law or equity. If the Vendor defaults or neglects to carry out the work in accordance with this agreement, the County may elect to make good such deficiencies and charge the Vendor therefore. In the event of any of the agreements herein by either party which shall require the party not in default to commence legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the fault.

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

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

**THE COUNTY OF MONTEZUM, COLORADO:**

ATTEST:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
County Clerk

**VENDOR:**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Fed ID # or Social Security #

\_\_\_\_\_  
Printed Name of Representative



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**NOTICE TO PROCEED**

Project Description: **2022 Fairgrounds Steer Wash Bay Project**

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

\_\_\_\_\_  
Authorized Signature

**ACCEPTANCE OF NOTICE**

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title