



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

2025 Annex 3 HVAC Replacement
“2025 Annex 3 HVAC”

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

Travis Anderson, County Administrator
Dustin Sattler, Director of Maintenance



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2025 Annex 3 HVAC Replacement

TABLE OF CONTENTS

- A. Invitation to Bid
- B. Instructions to Bidders
- C. Bid Form
- D. Notice of Award
- E. Change Order Form
- F. Construction Agreement
- G. Notice to Proceed



Montezuma County
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Request for Proposal

2025 Annex 3 HVAC Replacement

Proposals to furnishing the following to the County of Montezuma, Colorado will be received at the Montezuma County Maintenance office at 1680 North Dolores Road, Cortez, CO 81321 until 12:00 p.m. on Tuesday, May 20, 2025 or emailed to dsattler@co.montezuma.co.us with “**2025 Annex 3 HVAC**” as the subject. Proposals will be discussed at the next regularly scheduled Workshop.

The project consists of removal and replacement of two rooftop HVAC units at the Montezuma County Annex 3 Located at 140 West Main Street, Cortez, CO 81321. Contractor to include boom truck/crane, new curb adapter if needed, gas line hook-up, new programmable thermostat, and verification of ducting flow. Montezuma County will schedule electrician and dispose of removed HVAC units. The units to be replaced are as follows.

- ***Trane Model YSC048A3RHA12D1010000A200 208-230 Volt 3 Ph Natural Gas***
- ***Trane Model YSC048A3RHA0SD101 208-230 Volt 3 Ph Natural Gas***

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

www.montezumacounty.org .

Proposals shall be submitted to the Montezuma County Maintenance office at 1680 North Dolores Road, Cortez, CO 81321 with, “**2025 Annex 3 HVAC**” as the job name, or emailed to dsattler@co.montezuma.co.us with “**2025 Annex 3 HVAC**” as the subject.

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

Dustin Sattler
Director of Maintenance



Montezuma County
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ADVERTISED:

INSTRUCTIONS TO PROPOSERS

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 . Every adjustment as to the meaning of the contract documents, or any part thereof, will be in the form of an Addendum and will be issued by email or delivered to all parties recorded by the County as having received the proposal documents. All such Addenda shall become part of the Contract and all bidders shall be bound by such Addenda, whether or not received by the bidders. Questions received five or more days prior to date of proposals will be given consideration. Only question answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect.
2. **PROPOSERS QUALIFICATIONS:** The County reserves the right to make such investigations as necessary to determine the ability of proposer to perform the work as set out in the contract documents. The bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that the bidder is qualified to satisfy the requirements of the contract. The County has the right to request a statement of proposer's qualifications if it deems necessary.
3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** Prior to submitting the proposal, each proposer should examine the contract document thoroughly, visit the site to become familiar with existing conditions that may in any manner affect construction and labor, have knowledge of Federal, State and local laws, ordinance, rules and regulations affecting performance of the work, and carefully correlate their site observations with the requirements of the drawings, specifications, and all other contract documents. The Contractor by execution of the contract shall in no way be relieved of any obligation under the contract due to their failure to examine any form, legal instrument, or to visit the site and the County will be justified in rejecting any claim as a result thereof.



4. PROPOSALS: All proposals 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 proposers. All proposals must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the proposal form by the proposer.

Proposal documents including the proposal, the proposal guaranty, and the statement of the proposer's qualifications (if requested) shall be attached to the proposal with job name "**2025 Annex 3 HVAC**".

The County may consider as irregular any bid on which there is an alteration of or departure from the proposal form hereto attached and at its option may reject the same. If the contract is awarded, it will be awarded by the County to the responsible proposer on the basis of the proposal complying with the conditions of the request for proposal. The Contract will require the completion of the work according to the contract documents.

5. READING OF PROPOSALS: Proposal will be received at the Maintenance office at 1680 North Dolores Road, Cortez, CO 81321, until 12:00 p.m. on Tuesday May 20, 2025 At the time and place fixed for the reading proposals, the County will read all proposal received within the time set for receiving proposals, irrespective of any irregularities therein. Proposers and other persons properly interested may be present, in person, or by representative.
6. AWARD OF CONTRACT/NOTICE TO PROCEED: The proposer to whom the award is made will be notified at the earliest possible date. Notice to proceed shall be issued no later than ten (10) days after the execution of the contracts by the owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the owner and the contractor.
7. PROPOSER PREFERENCE: If a nonresident proposer is from a state that provides a proposal preference to proposers from that state, then a comparable percentage disadvantage will be applied to the proposal of that nonresident proposer. Additional information is available on our website.



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109 West Main Street Cortez, Room 260
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PROPOSAL FORM

2025 Annex 3 HVAC Replacement

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 proposer has reviewed the site and has examined all data available; has accepted the provisions required by the instruction to proposers; and has acknowledged on this proposal form receipt of all addenda (if any).

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

Proposals will be received at the Maintenance Office, 1680 North Dolores Road, Cortez, CO 81321, until 12:00 p.m. on Tuesday May 20, 2025.

Proposer

PROPOSER'S ACKNOWLEDGMENT OF ADDENDA:

Addendum # 1: _____

Addendum # 2: _____

Addendum # 3: _____

Phone: (970) 565-8317

www.montezumacounty.org

Fax: (970) 565-3420



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PROPOSAL FORM

The proposals are to include compensation for all materials, labor, equipment, and other necessary items to complete the work described in these documents. The following bid items are to include compensation for other particular items pertinent to the project, but not listed separately as a proposal 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 proposal form. **The County reserves the right to select and proceed with the proposal option that is deemed to be in the County's best interest.**

2025 Annex 3 HVAC Replacement

Item	Description	Unit	Qty	Proposal Price	Total Proposal Price
1.1	Boom Tuck/Crane				
1.2	<i>Replacement unit for Trane Model YSC048A3RHA12D1010000A20 0 208-230 Volt 3 Ph Natural Gas with curb adapter if needed, and new programable thermostat</i>				
1.3	<i>Replacement unit for Trane Model YSC048A3RHA0SD101 208-230 Volt 3 Ph Natural Gas with curb adapter if needed, and new programable thermostat</i>				



Montezuma County
109 West Main Street Cortez, Room 260
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2025 Annex 3 HVAC Replacement

Item	Description	Unit	Qty	Proposal Price	Total Proposal Price
1.4	Labor for Installation of three HVAC units, curb adapters, gas line, thermostats, and duct flow verification				
1.5	Grand Total for entire project				



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NOTICE OF AWARD

TO:

Project Description: **2025 Annex 3 HVAC Replacement**

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

You are hereby notified that your proposal has been accepted for 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 proposal to be abandoned. Montezuma County will be entitled to such other rights as may be granted by law.

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

Dated this ____ day of _____ 2025.

By: _____

Title: _____

ACCEPTANCE OF NOTICE

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

_____ This ____ day of _____ 2025.

By: _____

Title: _____



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

CHANGE ORDER

PROJECT TITLE: **2025 Annex 3 HVAC Replacement**

CHANGE ORDER # _____

CONTRACTOR _____

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

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

1. Reason for the change:

2. Description of the change:

3. Change in contract price:

4. Change in contract time:

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

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

ACCEPTED BY: _____

Contractor's Representative

Date

SUBMITTED BY: _____

Project Manager or Department Head

Date

REVIEWED BY: _____

County Administrator

Date



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CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2025
by and between The County of Montezuma, here after referred to as the County, and _____
_____ here after referred to as the Contractor.

WITNESSETH:

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

1. **Contract Documents:** The contract documents consist of this agreement, the conditions of the contract (General, supplementary, and other conditions), the drawings, the specifications, all addenda issued prior to and all modifications issued after execution of this agreement. The foregoing documents from the contract, and all are full a part of the contract as if attached to this agreement.
2. **Scope of Work:** The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project titled: **2025 Annex 3 HVAC Replacement**, work performed shall be of high quality, in compliance with generally accepted standards of workmanship, and in conformity with the contract documents.
3. **Time of Substantial Completion:** The Contractor will commence the work required by the contract documents on the day indicated in the notice to proceed. The work to be performed pursuant to this agreement shall be substantially completed within the time frame of _____ . Any extensions of the time limit set forth must be agreed upon in writing by the parties.
4. **Liquidated Damages:** It is specifically recognized by and between the parties that the County will suffer certain unspecified damages in the event the project is not completed within the time set forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the County, the parties agree that the assessment of liquidated damages shall be appropriate. In the event that the project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorized the County to retain



from any moneys due the Contractor, the sum specified in the contract per day for each and every calendar day the project remains unfinished.

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



with succeeding payment requests, which requests will not be processed in the absence of the updated schedules of work.

- b. Estimated Schedule of payments: The Contractor shall provide an estimated schedule of monthly payments as a percentage of the total contract sum for each month throughout the term of the contract. The estimated schedule of payments shall be submitted to the County before the first payment request will be processed.
 - c. Personnel Manpower List: The Contractor shall submit a listing of personnel required to complete each unit work item of the contract. The personnel manpower list shall include position title, duties, and duration necessary on the job to complete the unit work items as specified in the contract documents. The manpower list shall be submitted to the County before the first payment request will be processed.
 - d. Cost Breakdown: The contract sum shall be allocated among the various unit work items. For contracts which are proposed on a unit price basis, said allocation is reflected in the proposal documents. For contracts which are proposed on a lump sum basis, the Contractor shall allocate the contract sum and the cost allocation shall be submitted to the County before the first payment request will be processed. The failure to file any report required by this agreement shall automatically suspend the processing of all payments required.
9. 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 Contractor 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 22nd 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 Contractor in the event the project is permanently abandoned by the County. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to termination date, together with reasonable expenses then due.
- b. Default: Each and every term and condition of this agreement shall be deemed to be a material element of this agreement. Time is of the essence. In the event either party should fail or refuse to perform according to the terms of this agreement, they may be declared in default hereof. A notice of default shall be in writing and signed by the party declaring the contract to be in default. This letter shall include the special portion or portions of the contract which are in default.
- c. Remedied Upon Default: In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to rectify said default. In the event the default remains uncorrected, the non-defaulting party may elect to 1) terminate the agreement and seek damages; (2) treat the agreement as continuing and require specific performance; or (3) avail themselves of any other remedy at law or equity. If the Contractor defaults or neglects to carry out the work in accordance with this agreement, the County may elect to make good such deficiencies and charge the Contractor therefore. In the event of any of the agreements herein by 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-



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Cortez, CO 81321

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 Contractor and that this agreement shall be considered as agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the County.

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

THE COUNTY OF MONTEZUMA, COLORADO:

ATTEST:

County Administrator

County Clerk

CONTRACTOR:

Authorized Representative Signature

Fed ID # or Social Security #

Printed Name of Representative



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NOTICE TO PROCEED

Project Description: **2025 Annex 3 HVAC Replacement** 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