AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; A-One Chipseal; Dos Rios Fil

Action Requested: Motion

Parties to the Agreement: A-ONE CHIPSEAL/ROCKY MOUNTAIN PAVEMENT

Term Begins: July 11, 2017 **Term Ends:** 10/30/2017 **Grant Contract #:**

Summary:

Slurry seal will be done in Dos Rios Filing 1 and in North Elk Meadows Filings 1 & 2

Fiscal Impact: $93,910.12 roads $12,929.76 fairgrounds

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
2017 adopted budget includes the cost of both these items. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/7/2017

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 7/7/17

Reveiwed by: Discharge Date: 7/7/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2017

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 7/11/2017

Revised April 2015

A-ONE CHIPSEAL

ROCKY MOUNTAIN PAVEMENT

www.a-1chipseal.com www.rockymountainpavement.com

Customer	Attention	Date
Gunnison County	**Marlene Crosby**	**06/14/17**
195 Basin Park Drive	**(970) 641-0044**	Proposal #
Gunnison, CO 81230-	**MCrosby@gunnisoncounty.org**	**23022**

Proposal for

Dos Rios Filings 1/ North Elk Meadows Filings 1 & 2 - 200 E. Virginia - Gunnison

Item#	Description	Qnty/Unit	Unit Price	Total Price
	Option# 1 Type II Slurryseal			
01	**Slurry Seal** Type II Slurry in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications. *Slurry is a rigid product this product will have reflective cracking and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area. ** WORK NEEDS TO BE COMPLETED in conjunction with City of Gunnison Slurryseal Project.	32,161 SY	$2.92	$93,910.12
	Accepted_____	**Total for Option# 1**		**$93,910.12**

Additional Charges If Required :

*This Proposal is based on one Mobilization.

Notes:

*This work can be scheduled only after receipt of signed contract.
*The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.
*Pricing for this quotation is applicable for 30 days from date of quote.
*Final billing will be based on actual field measured quantities installed.
*Due to current unstable oil markets the price of asphalt may change at time of paving.
*Any changes will be documented by AC supplier and a direct price increase will apply.
*Performance and Payment bond. Add 1% to total price if Bond is required.
*Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

Exclusions:

*All polymer-modified asphalt.
*Bonds (add 1%), permits, lab and field testing, engineering fees, surveying, striping, and utility adjustments.
*Night Work.

See attached terms and conditions

Accepted by:_____ Date:_____ Estimator: *Josh Krueger*

Josh Krueger
(303) 356-5077
jkrueger@a-1chipseal.com

Accepted by:_____ Date:_____
Authorized Agent(s)

Phone: 303.650.9653 Fax: 303.650.9669

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

A-ONE CHIPSEAL

ROCKY MOUNTAIN PAVEMENT

www.a-1chipseal.com www.rockymountainpavement.com

Customer	Attention	Date
Gunnison County Fairgrounds	**Melody Roper**	**05/19/17**
275 S Spruce St # A	**(970) 641-8561**	Proposal #
Gunnison, CO 81230-	**mroper@gunnisoncounty.org**	**22880**

Proposal for

Gunnison County Fairgrounds - 275 S Spruce St # A - Gunnison

Item#	Description	Qnty/Unit	Unit Price	Total Price
	Option# 1 Type 2 Slurryseal			
01	**Slurry Seal** Type II Slurry in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications. *Slurry is a rigid product this product will have reflective cracking and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area. ** WORK NEEDS TO BE COMPLETED in conjunction with City of Gunnison Slurryseal Project.	4,428 SY	$2.92	$12,929.76
	Accepted_____	**Total for Option# 1**		**$12,929.76**

Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2.This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.

5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.

7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.

8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.

11. Any warranty, express or implied, is void if contract is not paid in full.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.

13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.

14. To the fullest extent permitted by law, A-ONE CHIPSEAL/ROCKY MOUNTAIN PAVEMENT agrees to indemnify and hold harmless Client from and against any liability, damages and costs, (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused during the performance of professional services under this Agreement, by the negligent acts, errors, and omissions of A-1 CHIPSEAL/ROCKY MOUNTAIN PAVEMENT or anyone for whom A-1CHIPSEAL/ROCKYMOUNTAIN PAVEMENTS is legally responsible.

Nothing in this Agreement is, or shall be construed to be, a waiver by Client of the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it may be amended.

15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.

16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.

17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.

18.Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.