

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 89, SERIES 2015**

**A RESOLUTION APPROVING CHANGE ORDER #1 TO THE STANDARD SERVICES  
AGREEMENT WITH APEX PAVEMENT SOLUTIONS**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, a change order with APEX Pavement Solutions is attached hereto as Exhibit A; and

**WHEREAS**, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

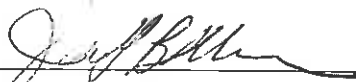
**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Approval**


The Agreement or Document is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 8, 2015.**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, CMC  
Town Clerk



# CHANGE ORDER NO. 1

Dated: 12-8-2015

CONTRACT FOR: 2015 Road Maintenance

Agreement Date: 7-14-15

OWNER: Town of Timnath, CO

Engineer's Project No: 0879.0000.00

CONTRACTOR: APEX Pavement Solutions

The following changes are hereby made to the Contract Documents:

Description:

1. Additional repairs needed for the chip seal of CR 40 = \$2,414.56
2. Additional asphalt repairs of other streets added to the scope = \$12,191.20
3. Additional crack sealing of streets added to scope = \$2,506.75
4. Add infrared patching for low spots on Foxfire St and Harmony Rd = \$9,350.00

Attachments: See attached for #4 above

## ADJUSTMENT TO CONTRACT PRICE

Original Contract Price	\$188,000.05
Net Change Previous Change Orders No. <u>0</u> to No. <u>0</u>	\$ 0.00
Contract Price prior to this Change Order	\$188,000.05
Net Adjustment Resulting from this Change Order (+ or -)	\$ 26,462.51
Current Contract Price Including this Change Order	\$214,462.56

## ADJUSTMENT TO CONTRACT TIME

Original Contract Time (days or date)	<u>n/a</u>
Net Change Previous Change Orders No. <u>0</u> to No. <u>0</u> (days)	<u>0</u>
Contract Time Prior to this Change Order (days or date)	<u>n/a</u>
Net Adjustment Resulting From this Change Order (days)	<u>0</u>
Current Contract Time Including this Change Order (days or date)	<u>n/a</u>

Recommended:

Approved:

Approved:

TST, Inc.

Town of Timnath, CO

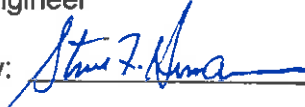
APEX Pavement Solutions

Engineer

Owner

Contractor

By:



By:



By:

\_\_\_\_\_

Date:

11-25-15

Date:

11/25/15

Date:

\_\_\_\_\_

**APEX PAVEMENT SOLUTIONS**  
 607 10<sup>TH</sup> Street, Suite 207  
 Golden, Colorado 80401



**OFFICE PHONE: 303-273-1417**  
 Fax Number: 303-216-0565  
 Email: info@apexpvmt.com  
 Email: guhrich@apexpvmt.com

**Asphalt & Concrete Installation, Repair and Maintenance**

**CONTRACT**

Proposal submitted to:

Name: TST, Inc. Consulting Engineers Contact: Steve Humann Date: 11/23/2015  
 Address: 760 Whalers Way, Bldg. C, Suite 200 Fort Collins CO 80525 Email: shumann@tstinc.com Phone: (970)226-0557  
 APEX PAVEMENT SOLUTIONS agrees to furnish all materials for the work specified below on premises located: Timnath  
 Job Name and Address: Town of Timnath 2015 Road Maintenance Program Various Email: guhrich@apexpvmt.com  
 APEX PAVEMENT SOLUTIONS Representative: Gil Uhrich Cell ph. 970-566-0302 Email: guhrich@apexpvmt.com  
 We hereby submit specifications and estimates for: Proposal # 16-0262

**CONTRACT**

<u>ITEM #</u>	<u>Description</u>	<u>Quantity/ Unit</u>	<u>Unit Price</u>	<u>Total</u>
	<b>INFRARED PATCHING at Edge Vale and &amp; Foxfire</b> Repair potholes and damaged asphalt using the infrared method of asphalt pavement patching. These areas will be marked with fluorescent marking paint. (Each patch repairs approx. 5' x 7') The infrared process includes: Clean the areas of all dirt and debris. Heat the asphalt to a working temperature of 300°F. Rake heated area to a depth of 3" and remove any deteriorated asphalt. Add new asphalt and compact with a vibratory roller. Clean up all job related debris.	73 EA		\$5,840.00
	<b>INFRARED PATCHING on Harmony, CR5 and CR 40 under traffic control</b> Repair potholes and damaged asphalt using the infrared method of asphalt pavement patching. These areas will be marked with fluorescent marking paint. (Each patch repairs approx. 5' x 7') The infrared process includes: Clean the areas of all dirt and debris. Heat the asphalt to a working temperature of 300°F. Rake heated area to a depth of 3" and remove any deteriorated asphalt. Add new asphalt and compact with a vibratory roller. Clean up all job related debris.	18 EA		\$3,510.00

Please contact estimator if other pricing of option(s) is/are needed or if a discrepancy is seen in quote with quantities or work to be provided. Thank you for the opportunity to offer you this quote

**Total (Labor and Materials) \$9,350.00**  
 Payment is due upon completion of work.

Note 1) Additional work can be done at your request, at an additional charge, while the crew is on site if time and materials are available 2) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 3) Traffic control on city streets not included unless specifically called out on this contract. 4) All proposals subject to approval of management. 5) Prices in this proposal are good for 30 days from date shown above.

Submitted by:

By: Gil Uhrich  
 Gil Uhrich, APEX PAVEMENT SOLUTIONS  
 E-mail: guhrich@apexpvmt.com

Accepted by: [Signature]  
 (Purchaser)

12/8/15  
 (Date)

\* The signer serves as authorized agent for owner and binds owner to the written contract. Purchaser agrees to terms and conditions on page 2 of this document.



Asphalt & Concrete Installation, Repair and Maintenance

### TERMS AND CONDITIONS

1. This contract (Agreement) including the terms and conditions that follow, supersedes any prior understanding or agreement between the parties. Any representation not specified in this agreement is waived. No representative of the contractor, Apex Pavement Solutions (APEX), has the authority to modify this agreement in any form. Any modifications or amendments to this agreement shall be in writing and signed by both Owner, or their authorized representative (CUSTOMER), and an officer of APEX.
2. APEX provides a one year warranty on workmanship and materials on all items contained in this Agreement, unless noted otherwise in this Agreement.
3. The parties agree that in the event of breach of warranty, the liability of APEX shall be limited to the costs of replacing the defective work.
4. APEX will have no liability for any damage to the structure or its contents, floors, carpets, concrete or walkways resulting from tracking of materials (sealcoat, cracksealer, asphalt or tar) if caused by others not related to, or by, employees of APEX.
5. APEX is not liable or responsible in any way for unforeseen conditions including; unstable subgrade, vegetation, abandoned utilities, or frost in the subgrade. APEX will notify CUSTOMER immediately if unforeseen conditions are encountered and provide recommendations for resolution.
6. APEX is not responsible for damage caused by; vandalism, de-icing agents, scarring or marking of completed work unless such damage is directly caused by APEX employees or equipment.
7. All warranties are void if the Agreement is not paid in full and on time.
8. If payment under this Agreement is not made when due APEX may suspend any or all work on the job.
9. Any failure to make payment under this Agreement is subject to a lien claim to be enforced upon the property according to current lien laws.
10. APEX shall not be liable for delays or damages resulting from causes beyond APEX control, including: acts of God, severe weather, public disturbances, materials and supply shortages and delays caused by material suppliers.
11. CUSTOMER is responsible for making notification to concerned parties, such as; tenants, renters, residents, etc. of schedule of work to be completed to assure work area is available for work to be completed per Agreement.
12. If any provisions of this agreement is modified by statute or declared invalid the remaining provisions shall remain in effect to the greatest extent possible. The CUSTOMER and APEX agree that this Agreement will be governed by the laws of the state of Colorado, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation shall be only in Jefferson County, Colorado.
13. APEX will maintain current worker's compensation insurance for its employees and comprehensive coverage insurance policies.
14. In the event the amount of this Agreement is not paid in full at 31 days from completion the account shall be in default, unless other specific arrangements are agreed upon with an APEX officer. The Owner agrees to hold harmless APEX from any costs or expenses incurred in the collection of payment on this account including, but not limited to, collection fees, attorney's fees, court costs, etc. Owner further agrees the defaulted account, and any part thereof, shall bear interest at 1.5% per or 18% per annum, on all unpaid balances.
15. This Agreement shall become binding when signed by APEX representative and CUSTOMER.



Asphalt & Concrete Installation, Repair and Maintenance  
Notes

- \* Unstable Sub Grade repair will be charge on a pre agreed time and material price
- \* Due to the current unstable & unpredictable petroleum market our suppliers are only guaranteeing asphalt pricing from month to month. Consequently, by the time your job is paved a price adjustment may be deemed necessary
- \* The above quotation includes 1 mobilization to place both lifts at one time.  
Additional mobilizations will be billed at a specified rate on page 1 for mobilization.
- \* This work is priced for weekdays only. If weekend or night work is required, call for price adjustment.
- \* Apex Pavement Solutions requires 7 day notice to proceed with any authorized work. Please schedule accordingly.
- \* All polymer-modified asphalt is excluded.
- \* Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner Representative.
- \* We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
- \* Apex Pavement Solutions will not guarantee the asphalt that is exposed to sitting water areas where water cannot drain of due top lift being placed at later date than bottom lift.
- \* If top lift is requested to be placed at later date, any cleanup, sweeping or damage done to bottom lift due to construction traffic will be corrected on an hourly basis at the direction of the owner or owners representative.
- \* Apex Pavement Solutions will not sacrifice the quality or integrity of your project by placing Asphalt pavement on base course or subgrade that is unstable or subgrade containing frost, including top lifts or overlays when temperatures do not meet CDOT Specifications. Directing or authorizing us to pave on unstable subgrade or subgrade containing frost, including top lifts or overlays without proper temperatures, releases Apex Pavement Solutions of responsibility for our Warranty and the cost of any repairs due to pavement failures and damage to any and all appurtenances adjacent to our work as a result of the aforementioned conditions.
- \* 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.
- \* Final billing will be based on actual field measured quantities installed.
- \* If Apex Pavement Solutions must truck over existing asphalt and/or concrete to complete our work and shall not be held liable or responsible for damage to existing lot or pavement due to necessary trucking.
- \* Quote Excludes traffic control
- \* The Infrared trucks heat above 300 degrees, anything within 3 feet has the potential for heat or fire damage. We cannot be held liable for the damage so make sure that you take the proper steps to prevent any unwanted damage.
- \* Ground to air temperature should be min 50/50 24 hr period for best results and lasting adherence.
- \* We cannot guarantee paint adherence between October 1st and April 1
- \* Traffic spec paint will be used.
- \* Paint will not adhere permanently to crack fill
- \* Services will be performed during time of least traffic interference.
- \* Bid is based on all vehicles being removed from the parking lot. Notices to tenants and a tow truck are recommended.
- \* All services are weather permitting.
- \* Proof of Colorado Workman's Compensation insurance and \$2,000,000.00 Liability insurance available upon request.

**CUSTOMER RESPONSIBILITY:**

- \* Vehicles need to be removed prior to our arrival.
- \* If removal is going to be done the day of the work customer needs to make arrangements to have vehicles moved.
- \* No use of parking lot for a minimum 24 hours after work is complete.
- \* Schedule all deliveries / Trash pickup accordingly.
- \* Sprinklers must be turned off 24 Hours prior to arrival and turned back on 36 Hours after completion

**WE SPECIFICALLY EXCLUDE FROM THIS QUOTATION THE FOLLOWING:**

- \* All polymer-modified asphalt otherwise specified on quote.
- \* permits, lab and field testing, engineering fees, surveying, and utility adjustments otherwise specified on quote.
- \* Towing of Vehicles
- \* Dewatering
- \* Storm water management plan or implementation.
- \* Prime coat unless specified on quote
- \* Traffic Control otherwise specified on quote
- \* Curb Painting unless otherwise specified on quote