

TOWN OF TIMNATH, COLORADO

RESOLUTION NO. 29, SERIES 2013

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT  
WITH A-ONE CHIPSEAL.

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

**WHEREAS**, Twon policy is that material agreements and other documents requiring formal Town approval should be approved by resolution; and

**WHEREAS**, a contract with A-One Chipseal for road repairs is attached hereto as Exhibit A.


**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:**

**Section 1. Approval**

The Town hereby approves the Agreement or Document and authorizes its execution by the Mayor, or other person authorized by the Town adopted resolution or Documents.

INTRODUCED, MOVED, AND ADOPTED BY THE TIMNATH DEVELOPMENT AUTHORITY OF THE TOWN OF TIMNATH, ON ~~JULY 23~~<sup>AUGUST</sup>, 2013.

TOWN OF TIMNATH, COLORADO

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

ATTEST:

  
\_\_\_\_\_  
Milissa Peters, Secretary



**STANDARD SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF TIMNATH  
AND A-ONE CHIPSEAL**

**For CR 1 (North of CR 40) and CR 40 Asphalt Patching Operations**

This Standard Services Agreement, hereinafter "Agreement", is made by and between the Town of Timnath, hereinafter the "Town", and the undersigned contractor, hereinafter the "Contractor", and both collectively referred to from time to time herein as the "Parties".

**WHEREAS**, the Town desires to retain Contractor for the services as described herein; and

**WHEREAS**, the Contractor desires to be retained by the Town for the services as described herein.

**NOW, THEREFORE**, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

**1. BASIC TERMS:**

**A. Name, Address, and Phone Number of the Parties.**

a. *Town:*

Town of Timnath  
4800 Goodman Street  
Timnath, Colorado 80547  
Phone: 970-224-3211

b. *Contractor:*

A-One Chipseal  
PO Box 746  
Windsor, CO 80550  
Phone: 970-472-5255

**B. Scope of Services.** The scope of services shall be: Asphalt patching of potholes and raveling sections of CR 1 north of CR 40 and CR 40 , and is further detailed in **ATTACHMENT A** to this Agreement.

**C. Compensation.** The services set forth in this Agreement shall be completed for an amount not to exceed **\$61,257.50**. Not later than the **tenth (10th) of each month**, Contractor shall submit an invoice to the Town for the prior month's services.



**D. Term.** The term commences on the Commencement Date and terminates on the Termination Date as hereinafter defined.

**E. Commencement Date.** The "Commencement Date" is **mid August, 2013** and is when the services described in this Agreement are to commence.

**F. Termination Date.** The "Termination Date" of this Agreement is **30 days after commencement**. Contractor intends to provide these services for the Town in conjunction with similar services provided to the City of Fort Collins and will schedule the work accordingly. This allowed for lower unit prices for the services.

**G. Approval by the Town Council.** This Agreement **X** is        is not (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

**H. Termination.** Either Party may terminate this Agreement upon **thirty (30) days** written notice to the other.

**I. Warrantee.** Contractor shall warrant all material and workmanship to be free from defect for a period of one (1) full year from the date of Final Payment.

**2. CONTRACTOR NOT EMPLOYEE.** Contractor is an independent contractor and not an employee, partner or agent of the Town.

**As an Independent Contractor you are not entitled to workers' compensation benefits and that as an Independent Contractor you are obligated to pay federal and state income tax on any moneys earned pursuant to our contract relationship.**

The Contractor shall, at all times, be an independent contractor. The Contractor shall have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Independent Contractor or Independent Contractor's employees be considered employees or agents of the Town.

**3. INDEMNIFICATION.** Contractor shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or

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indirectly, the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

**4. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE.** Town has selected Contractor because of Contractor's special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability insurance, at its expense, in an amount of at least **\$1,000,000.00** and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

Any such insurance shall name the Town of Timnath as an additional insured. The Contractor shall deliver to the Town at the time of entering into this contract copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

**5. DOCUMENTS.** All documents prepared or furnished by Contractor (and independent professional associates and sub-contractors`) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to

Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit for **ninety (90) days** after final payment under this Agreement and shall be retained and available for audit purposes for at least **five (5) years** after final payment hereunder.

**6. TABOR.** Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding **December 31**.

c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

**7. CONFIDENTIALITY.** The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C. R. S. § 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

**8. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES.** "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

(1) The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program, pursuant C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(2)(a) The Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or

(II) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:

(I) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the Town within **three (3) days** that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within **three (3) days** of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such **three (3) days** the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) The Contractor shall comply with any reasonable request by the Department of Labor and Employment (Department) made in the

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course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5.102(5).

(3) If the Contractor breaches this **Section 8**, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

(4) The Contractor shall, within **twenty (20) days** after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Contractor has not accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the Program every **three (3) months** until the Contractor is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is discontinued.

## 9. MISCELLANEOUS.

**A. Severability/Governing Law.** This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

**B. Entire Agreement.** It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

**C. Waiver and Modification.** The waiver by Town of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of services hereunder by Town shall not be deemed to be a waiver of any preceding breach by Contractor of any

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term, covenant or condition of this Agreement. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.

**D. Headings.** The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

**E. Time.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

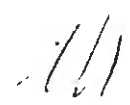
**F. Corporate Authority.** If Contractor is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors, partners, or members of said entity or in accordance with the governing documents of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

**G. Notices.** Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given:

- a. On the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified in **Section 1**, above;
- b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in **Section 1**, above; or
- c. Within **twenty-four (24) hours** after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in **Section 1**, above.

Either party may change such address by **fifteen (15) days** written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

**H. NON-ASSIGNMENT.** This Agreement is an agreement for services by which Contractor was selected for Contractor's special expertise. This Agreement may not be assigned by either Party.





**I. LAWFUL PRESENCE AFFIDAVIT.** If a natural person, the undersigned shall complete the attached Lawful Presence Affidavit, **ATTACHMENT B**.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**TOWN OF TIMNATH**

By:   
Jill Grossman-Belisle

Title: Town Mayor

**ATTEST:**

  
Milissa Peters, Town Clerk

**CONTRACTOR:**

A-ONE CHIPSEAL

By:  Gil Uhrich

Title: Estimator

**APPROVED AS TO FORM:**

Gary White

Title: Town Attorney

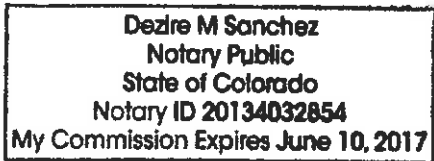


STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing **Standard Services Agreement** was acknowledged before me this 27 day of August, 2013 by Jill Grossman-Belisle as the **Mayor** of the **Town of Timnath**.

Witness my hand and official seal.

My commission expires: June 10, 2017



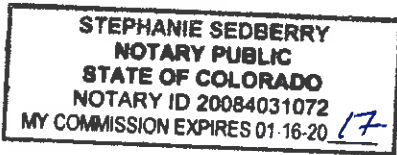
Dezire M Sanchez  
Notary Public  
4800 Goodman Street  
Timnath, CO 80547  
Address

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing **Standard Services Agreement** was acknowledged before me this 31 day of July, 2013 by Gil Uhrich as the Estimator of **Contractor**.

Witness my hand and official seal.

My commission expires: January 16, 2017



Stephanie Sedberry  
Notary Public  
2001 W. 64th Lane  
Denver, CO 80221  
Address

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**ATTACHMENT A**  
**(Scope of Services)**

  
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www.a-1chipseal.com



www.rockymountainpavement.com

Customer	Attention	Date
Town of Timnath	Steve Humann	<b>06/26/13</b>
4800 Goodman St	(970) 218-9967	Proposal #
Timnath, CO 80547-	shumann@tstinc.com	<b>14813</b>
Proposal for	Fax: (970) 224-3217	
<b>Town of Timnath - 6261 Sienna Dr - Timnath</b>		

Item#	Description	Qty/Unit	Unit Price	Total Price
	<b>Option# 1      patching CR1and CR40 going North from E harmony</b>			
01	Asphalt Patching on CR1 and CR 40 from harmony road going north Sawcut, Excavate failed areas, Dispose, Compact, Prep subgrade, apply tack coat, and replace with 458 Tons of compacted 5" full depth asphalt.	458 TON	\$133.75	\$61,257.50
	Quote includes traffic control			
		Accepted _____	<b>Total for Option# 1</b>	<b>\$61,257.50</b>

**Additional Charges If Required :**

- \*This Proposal is based on one Mobilization.
- \*Bid is based on industry standards, but if existing is thicker than bid additional charges will apply for extra removal and replacement.

**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.
- \*Work shall be completed in the same year work was proposed, during the Chipseal season (May thru September)
- \*A-1 Chipseal Company will not be responsible for damage caused by snow plow removal equipment.

**Exclusions:**

- \*All polymer-modified asphalt.
- \*permits, lab and field testing, engineering fees, surveying, and utility adjustments.
- \*Towing of Vehicles
- \*All asphalt leveling and patching unless quoted
- \*Any subgrade excavation or removal below depth quoted.

**See attached terms and conditions**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Estimator: Gil Uhrich

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Gil Uhrich  
(970) 213-3673  
gilu@asphaltrepair.com

Authorized Agent(s)

**Phone: 970.472.5255      Fax: 303.650.9669**  
**PO Box 746 - Windsor, CO 80550**

# 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. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.

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.