

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 36, SERIES 2016**

**A RESOLUTION APPROVING STANDARD SERVICES  
AGREEMENT WITH CONNELL RESOURCES**

**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**, attached hereto as Exhibit A is the Professional Services Agreement between the Town of Timnath and Connell Resources (the “Agreement”); 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**

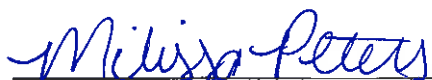
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 10, 2016.**

**TOWN OF TIMNATH, COLORADO**

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

**ATTEST:**

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



**EXHIBIT A**  
**AGREEMENT**

**STANDARD SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF TIMNATH  
AND CONNELL RESOURCES**

**For the 2016 Road Overlay Program**

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:* Connell Resources  
7785 Highland Meadows Parkway #100  
Fort Collins, CO 80528  
Phone: 970-223-3151

**B. Scope of Services.** The scope of services shall be: Providing a 2" asphalt overlay of Latham Parkway from Harmony Road to Twin Bridge Dr. as well as the eastern 200' of Twin Bridge Dr. as 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 **\$164,500.00**. 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 **May 16, 2016** and is when the services described in this Agreement are to commence.

**F. Termination Date.** The "Termination Date" of this Agreement is **June 1, 2016**. 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 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 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 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 10 day of May, 2016.

**TOWN OF TIMNATH**

By:   
Jill Grossman-Belisle

Title: Town Mayor

**ATTEST:**

  
Milissa Peters, Town Clerk

**CONTRACTOR:**

Connell Resources

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

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing **Standard Services Agreement** was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as the \_\_\_\_\_ of **Contractor**.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

\_\_\_\_\_  
Address

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



# BID SCHEDULE OF VALUES

**PROJECT:**

Timnath 2016 Road Overlay Project

**BIDDER NAME AND PHONE #:**

Connell Resources, Inc. 970-223-3151

**DATE:**

4/15/2016

No.	Item	Quantity	Units	Unit Cost	Total
1000	<b>ADMINISTRATIVE &amp; MISCELLANEOUS</b>				
	Mobilization	1	LS	\$ 6,331.00	\$ 6,331.00
	Bonds	1	LS	\$ 1,624.00	\$ 1,624.00
	<b>ADMINISTRATIVE &amp; MISCELLANEOUS SUBTOTAL</b>				<b>\$ 7,955.00</b>
2000	<b>LATHAM PARKWAY (LCR 1) - 5300' x 30'</b>				
	Traffic Control (No Full Closure)	1	LS	\$ 5,400.00	\$ 5,400.00
	Clean Existing Surface	17.667	SY	\$ 0.11	\$ 1,943.37
	Tack Coat	17.667	SY	\$ 0.04	\$ 706.68
	2" Compacted Asphalt Overlay (Grade S) (N75)	17.667	SY	\$ 7.65	\$ 135,152.55
	Striping (Dbl. Yellow Centerline)	5,300	LF	\$ 0.40	\$ 2,120.00
	Striping (White Shoulder Lines)	10,600	LF	\$ 0.29	\$ 3,074.00
	<b>LATHAM PARKWAY (LCR 1) SUBTOTAL</b>				<b>\$ 148,396.60</b>
3000	<b>TWIN BRIDGE DR - 230' x 28'</b>				
	Traffic Control (No Full Closure)	1	LS	\$ 1,300.00	\$ 1,300.00
	Clean Existing Surface	716	SY	\$ 0.11	\$ 78.76
	Tack Coat	716	SY	\$ 0.04	\$ 28.64
	2" Compacted Asphalt Overlay (Grade S) (N75)	716	SY	\$ 9.10	\$ 6,515.60
	Striping (Dbl. Yellow Centerline)	230	LF	\$ 0.40	\$ 92.00
	Striping (White Shoulder Lines)	460	LF	\$ 0.29	\$ 133.40
	<b>TWIN BRIDGE DR SUBTOTAL</b>				<b>\$ 8,148.40</b>
<b>TOTAL</b>					<b>\$ 164,500.00</b>

**Connell Resources, Inc.**  
**7785 Highland Meadows Pkwy, #100**  
**Fort Collins, CO 80528**  
**Phone: (970) 223-3151**  
**Fax: (970) 223-3191**



Estimator: Shane Westlind

## QUOTATION

Date: 4/15/2016

<b>Submitted To:</b> Town Of Timnath	<b>Bid Title</b> 140615 Town Of Timnath 2016 Road Overlay Project
<b>Address:</b> 4800 Goodman Street Timnath, CO 80547	<b>Bid Number:</b> #1
<b>Contact:</b> Steve Humann	<b>Project Location:</b> LCR 1
<b>Phone:</b> 970-224-3211 <b>Fax:</b> 970-224-3217	<b>Project City, State:</b> Timnath, CO
	<b>Engineer/Architect:</b> TST, Inc.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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### Administrative & Miscellaneous

1000	Mobilization	1.00	LS	\$6,331.00	\$6,331.00
1001	Bonds	1.00	LS	\$1,624.00	\$1,624.00
<b>Total Price for above Administrative &amp; Miscellaneous Items:</b>					<b>\$7,955.00</b>

### Latham Parkway (LCR 1)

2000	Traffic Control (Single Lane Full Closure)	1.00	LS	\$5,400.00	\$5,400.00
2001	Clean Existing Surface	17,667.00	SY	\$0.11	\$1,943.37
2002	Tack Coat	17,667.00	SY	\$0.04	\$706.68
2003	2" Compacted Asphalt Overlay (Grade S) (N75)	17,667.00	SY	\$7.65	\$135,152.55
2004	Striping (Dbl. Yellow Centerline)	5,300.00	LF	\$0.40	\$2,120.00
2005	Striping (White Shoulder Lines)	10,600.00	LF	\$0.29	\$3,074.00
<b>Total Price for above Latham Parkway (LCR 1) Items:</b>					<b>\$148,396.60</b>

### Twin Bridge Drive

3000	Traffic Control (No Full Closure)	1.00	LS	\$1,300.00	\$1,300.00
3001	Clean Existing Surface	716.00	SY	\$0.11	\$78.76
3002	Tack Coat	716.00	SY	\$0.04	\$28.64
3003	2" Compacted Asphalt Overlay (Grade S) (N75)	716.00	SY	\$9.10	\$6,515.60
3004	Striping (Dbl. Yellow Centerline)	230.00	LF	\$0.40	\$92.00
3005	Striping (White Shoulder Lines)	460.00	LF	\$0.29	\$133.40
<b>Total Price for above Twin Bridge Drive Items:</b>					<b>\$8,148.40</b>

**Total Bid Price: \$164,500.00**

#### Notes:

- Pricing is based upon The Town of Timnath Bidders For Roadway Projects RFP dated March 29th, 2016, the TST Bid Schedule Of Values - Timnath 2016 Road Overlay Project and emailed correspondence between Connell Resources, Inc. and TST on April 7th, 2016.
- The following are excluded from this proposal: Construction layout and engineering; Warrantee; Street cleaning for work performed by others; Permits & Fees; Erosion control devices; quality control or acceptance testing; landscaping, seeding, subgrade prep or stabilization, and asphalt patching.
- Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.
- **Town of Timnath Overlay Project Bid Notes & Clarifications:**
  - Per The Town of Timnath, included in the proposal is minor taper milling of the north, south & west tie in locations. This only includes milling to a depth no greater than 2", width of the existing roadway and for a distance of 10' into the new overlay limits. Any patching or subgrade rework if required in these areas is excluded.
  - All gravel shouldering is excluded.
  - The proposal is based on a single lane closure with one way traffic. Two way traffic for a single lane closure is excluded.
  - Working hours is based on a 6:00 AM start time and 8:00 PM finishing start time for a period of 3 days.
  - Asphalt mix has been quoted with PG (64-22) AC Oil, 3/4" Grading S 75.

**CONDITIONS AND AGREEMENTS**

1. **WITHDRAWAL OF QUOTATION** This quotation may be withdrawn or modified by Connell Resources, Inc ("Connell") if not accepted by the named sponsor (the "Sponsor") within thirty (30) days from date of issue
2. **PERFORMANCE** Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell's control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell's control
3. **SPONSOR'S RESPONSIBILITIES** This quotation does not include any charges for tapping fees unless noted. Sponsor to furnish all easements and adequate working right of ways. Sponsor will pay all costs of design engineering and inspections and quality control testing.
4. **SOIL MECHANICS AND UNDERGROUND CONDITIONS** During excavation, if material is encountered that a 1-1/4 yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell
5. **DESIGN AND ENGINEERING SERVICES** Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by sponsor, sponsor's agents or third parties
6. **EXTRA WORK** Upon written notice from Connell to the sponsor, sponsor's agent or employee that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the sponsor shall pay Connell on a time-and material basis for all costs related to such work unless the parties agree in writing on another method of compensation
7. **QUANTITY DETERMINATION AND BILLINGS** For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation
8. **PAYMENT TERMS** The sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payment shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1-1/2% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is an ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell's right to full and immediate payment
9. **DEFAULT** If sponsor defaults in timely making any payment or performing any obligation under this Agreement, sponsor shall pay all costs and expenses (including reasonable attorney's fees) incurred by Connell as a result of the default
10. **WARRANTIES** All work shall be performed in a good and workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL AND WAIVED BY BUYER
11. **SOIL STERILIZATION** If a soil sterilizer is applied it is done as an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective
12. **ASPHALT PRICE ADJUSTMENTS** In the event of national and regional shortages of crude oil or other factors beyond Connell's control, Connell's suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell's current paving season, the price may be increased by Connell to reflect price increases in the following paving season when the work is completed. The normal paving season extends from April to November 15, depending on weather conditions
13. **AUTHORITY TO PERFORM WORK** The sponsor accepting this quotation represents that it is the representative of the Owner of the premises on which the work is to be done, or that the signer is an authorized representative of the Owner, and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement
14. **INDEMNIFICATION/LIABILITY LIMITATION** Connell shall not be responsible for sponsor's acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys fees) arising from or relating to any act or omission of sponsor, sponsor's agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement
15. **BINDING EFFECT** This Agreement shall be binding upon and more to the benefit of the parties, their respective successors and assigns
16. **HAZARDOUS MATERIALS** In the event Connell encounters on the job site hazardous chemicals, wastes, or material as defined by any federal, state, or local authority (referred to as "Hazardous Materials") which are not introduced to the job-site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell's sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell's work related to or caused by the presence of Hazardous Materials on the job-site will extend Connell's time for performance under this Agreement a like amount of the time

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Connell Resources, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Shane Westlund</p>
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