

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 43, SERIES 2019**

**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, attached hereto as Exhibit A is the Change Order #1 to the Professional Services Agreement between the Town of Timnath and APEX Pavement Solutions (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Change Order #1 to 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 Change Order #1 to 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 AUGUST 13, 2019.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A

CHANGE ORDER #1

CHANGE ORDER NO. 1

Dated: 7-29-2019

CONTRACT FOR: 2019 Road Maintenance

Agreement Date: 6-17-2019

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 cost to add seal coating to Summerfields Pkwy. including re-stripping of Summerfields Pkwy and Sienna Dr.

Attachments: See attached detailed change order request

ADJUSTMENT TO CONTRACT PRICE

Original Contract Price	\$ 262,847.05
Net Change Previous Change Orders No. <u>0</u> to No. <u>0</u>	\$ 0.00
Contract Price prior to this Change Order	\$ 262,847.05
Net Adjustment Resulting from this Change Order (+ or -)	\$ 32,118.50
Current Contract Price Including this Change Order	\$ 294,965.55

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.
Engineer

Town of Timnath, CO
Owner

APEX Pavement Solutions
Contractor

By: 

By: 

By: _____

Date: 7-29-19

Date: 7/30/19

Date: _____

APEX PAVEMENT SOLUTIONS, LLC
 607 10TH Street, Suite 207
 Golden, Colorado 80401



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

Asphalt & Concrete Installation, Repair and Maintenance
 CONTRACT

Proposal submitted to: _____ Date: 7/26/2019
 Name: TST, Inc. Consulting Engineers Contact: Steve Humann Phone: (970)226-0557
 Address: 760 Whalers Way, Bldg. C, Suite 200 Fort Collins CO 80525 Email: shumann@tstinc.com Cell: (970)218-9967

APEX PAVEMENT SOLUTIONS agrees to furnish all materials for the work specified below on premises located:
 Job Name and Address: Town of Timnath 2019 road MAINT Various Timnath

APEX PAVEMENT SOLUTIONS Representative: Gil Uhrich Cell ph. 970-566-0302 Email: guhrich@apexpvmt.com
 We hereby submit specifications and estimates for: Proposal # 19GU-0117 CO#1

ITEM #	Description	Quantity	Unit	Unit Price	Total	
*Project is tax exempt Completion Date: 12/1/2019						
	Asphalt Repair-All pricing includes traffic control, bonding and Mobilization					
					Asphalt Repair TOTAL	\$94,320.00
	Concrete Repair with IR patchback- All pricing includes traffic control, bonding and Mobilization					
					Concrete Repair with IR patchback total	19,851.00
	CRACK SEALING INCLUDING TRANSITIONS-All pricing includes traffic control, bonding and Mobilization					
					CRACK SEALING TOTAL	\$19,734.00
	SEALCOAT SQUEEGIE/SPRAY SEALER -All pricing includes traffic control, bonding and Mobilization					
					SEALCOAT SQUEEGIE/SPRAY SEALER Total	\$128,942.05
CO #1						
	Timnath SOUTH SUMMERFIELD	21890	SY	\$1.15	\$25,173.50	
	RESTRIPE ALL WITH GLASS BEADS trim sealer around THERMAL PLASTICS	1	LS	\$6,845.00	\$6,845.00	
					CO#1 TOTAL	\$32,118.50
					Total (Labor and Materials) with CO#1	\$294,965.55

Payment is due upon completion of work.

CUSTOMER RESPONSIBILITY:

- * Irrigation Shut Off 24 hours prior to work & 36 hours after completion
- * Towing of Vehicles and fees related
- * Security for Vandalism
- * Customer is responsible for any exclusions listed on quote if required or unless otherwise noted
- * Tenant Notification,
- * Scheduling of Deliveries and Trash Removal
- * Infrared trucks heat above 300 degrees, remove heat sensitive items within a 3 ft. perimeter of work area

SPECIFICALLY EXCLUDED FROM THIS QUOTATION ARE THE FOLLOWING:

- * Engineering, Bonds, Inspections, Testing
- * Weather Protection
- * All polymer-modified asphalt
- * Towing of Vehicles
- * Dewatering
- * Storm water management plan or implementation.
- * Prime coat
- * Curb Painting
- * Surveying and grade staking
- * Permits and Permit fees
- * Tenant Notification
- * Utility Adjustments
- * Erosion control implementation.
- * Security for Vandalism
- * Epoxy Traffic paint

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

Accepted by: [Signature] 8/14/19
 Authorized Party, CUSTOMER/PURCHASER (Date)
 By signing Page 1 of this contract, I also acknowledge that I have reviewed and understand the additional Terms and Conditions contained on Page 2 of this contract.

APEX PAVEMENT SOLUTIONS, LLC
607 10TH Street, Suite 207
Golden, Colorado 80401



Asphalt & Concrete Installation, Repair and Maintenance
CONTRACT TERMS AND CONDITIONS

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

Apex Pavement Solutions, LLC hereinafter referred to as 'Apex' or 'Contractor'
Customer/Purchaser or Owner hereinafter referred to as 'Customer'

Effective: 1/1/2019

1. This Contract including the terms and conditions that follow, supersedes any prior understanding or Agreement between the parties.
2. Any representation not specified in this Contract is waived. No representative of the Contractor, Apex Pavement Solutions, LLC (APEX), has the authority to modify this Agreement in any form.
3. Any modifications or amendments to this Contract shall be in writing and signed by both an authorized Agent of APEX and the CUSTOMER.
4. APEX provides a one (1) year warranty on workmanship and materials on all items contained in this Contract, unless noted otherwise in this Agreement.
5. APEX cannot guarantee drainage on existing, or proposed, areas with a slope of less than 2%.
6. 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.
7. 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, crack seal, asphalt, tar or concrete) if caused by others not related to, or by, employees of APEX.
8. APEX is not liable or responsible in any way for unforeseen conditions including but not limited to wrongly marked utilities or abandoned utilities, unstable subgrade, vegetation, or frost in the subgrade. APEX will notify CUSTOMER immediately if unforeseen conditions are encountered and provide recommendations for resolution.
9. 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/equipment.
10. APEX is not liable for normal wear and tear nor bodily injury from normal wear and tear of product/work.
11. All warranties are void if the Contract is not paid in full and on-time.
12. If payment under this Contract is not made when due, APEX may suspend any or all work on the job.
13. Any failure to make payment under this Contract is subject to a lien claim to be enforced upon the property according to current lien laws.
14. APEX shall not be liable for delays or damages resulting from causes beyond APEX control, including: acts of God, severe weather, public disturbances, materials/ supply shortages and/or delays, subcontractor or labor shortages.
15. CUSTOMER is responsible for making notification to concerned parties, such as; tenants, renters, residents, etc. of schedule of the work to assure work area is available for work to be completed per Contract.
16. If any provisions of this agreement are modified by statute or declared invalid the remaining provisions shall remain in effect to the greatest extent possible.
17. The CUSTOMER and APEX agree that this Contract will be governed by the laws of the state of Colorado, irrespective of any conflict of legal provisions, and that venue for any dispute or litigation shall be only in Jefferson County, Colorado.
18. APEX will maintain current worker's compensation insurance for its employees and comprehensive coverage insurance policies.
19. In the event the amount of this Contract 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.
20. The CUSTOMER agrees to hold APEX harmless 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. CUSTOMER further agrees the defaulted account, and any part thereof, shall bear interest at 1.5% per or 18% per annum, on all unpaid balances.
21. This Contract shall become binding when signed by APEX representative and CUSTOMER.
22. Email authorization and electronic signature by the CUSTOMER is accepted as binding by APEX.
23. CUSTOMER, by entering into a contract with APEX, agrees to allow APEX personnel and equipment to access its property including pre-job, job execution, post-job inspections/warranty work/work disputes, through and including until final payment is made to APEX.
24. Proposal and prices quoted are guaranteed for 30 days. Signed contracts: After 30 days APEX reserves the right to adjust pricing.
25. The Contractor and Customer/Owner waive Claims against each other for consequential damages arising out of or relating to this Contract.
This mutual waiver includes:
 1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, of the and for loss of management or employee productivity or services of such persons;
 2. damages incurred by the Contractor for principal office expenses including personnel stationed there, reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable without limitation, to all consequential damages due to either for losses of financing, business and party's termination.

Additional Notes

- * The Infrared (IR) trucks heat above 300 degrees, anything within three (3) feet of the IR truck has the potential for heat or fire damage. Apex is not responsible for any damage to property as a result of IR services. It is the Customer's responsibility to safeguard its property/assets accordingly.
- * All services are weather permitting.
- * This work is priced for weekdays only-unless otherwise noted on quote. If weekend or night work is required, call for price adjustment.
- * Ground to air temperature should be min 50/50 24 hour period for best results and lasting adherence.
- * Vehicles, scheduling of deliveries and trash removal trucks are required to be removed from work area to accommodate work, and allow for proper cure time for the product installed in the work area.
- * If Apex must truck over existing asphalt and/or concrete to complete the work Apex shall not be held liable or responsible for damage to existing lot or pavement/concrete due to required trucking.
- * Apex cannot guarantee pavement surface treatments or traffic paint adherence between October 1st and April 1st, any year, if surface temperatures are not within manufacturer product specifications.