

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 35, SERIES 2023**

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE
CONTRACTOR AGREEMENT WITH CU ONSITE SOLUTIONS FOR TIMNATH
SOUTH ROADWAY REHABILITATION PHASE I**

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, the Town desires to amend the agreement and pricing for 2023; and

WHEREAS, the Town Council is familiar with the project 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 required agreement is hereby approved for the roadway maintenance services. The required agreements may be finalized by the Town Manager in consultation with the Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 9, 2023.

TOWN OF TIMNATH, COLORADO



Mark J. Soukup, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



**SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE TOWN OF TIMNATH, COLORADO
AND
CU ONSITE SOLUTIONS**

THIS SECOND AMENDMENT is made and entered into as of the 9th day of May, 2023, by and between the TOWN OF TIMNATH, a home-rule municipal corporation of the State of Colorado (“**Town**”), and DKota Ventures, LLC d/b/a CU Onsite Solutions, a Colorado Limited Liability Company (the “**Contractor**”). The Town and Contractor are collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement on April 26, 2022 (the “**Agreement**”);

WHEREAS, the Parties entered into a First Amendment to Independent Contractor Agreement dated April 26, 2022, which adopted an updated Scope of Work for 2023, totaling not-to-exceed \$309,624.20; and

WHEREAS, some of the work set forth in the original 2023 scope of work has not yet been completed and the Parties desire to enter into this Second Amendment to the Agreement approve Additional Services to allow for completion of such work in 2023;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Change to Compensation. **Exhibit A-1**, attached hereto and incorporated herein, is hereby added to **Exhibit A** of the Agreement and sets forth the scope of work for Additional Services to be completed in 2023, at the prices set forth therein for a total of not-to-exceed \$301,818 in 2023. The total compensatory amount for 2023 shall not exceed \$309,624.20 plus \$301,818.00 for a total of \$611,442.20. The Town has budgeted and appropriated sufficient amounts in 2023 for the Additional Services approved hereby.

2. Prior Provisions Effective. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect.

3. Effective Date. The Parties agree that this Amendment shall become effective as of the date of this Amendment and shall apply to services provided after such date.

4. Counterpart Execution. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth above. By the signature of its representative below each Party affirms that it has taken all necessary action to authorize said representative to execute this Amendment.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

By:


Mark J. Soukup, Mayor

ATTEST:

By:


Milissa Peters-Garcia, CMC
Town Clerk

CONTRACTOR:

CU Onsite Solutions


Gil Uhrich, Vice President/Project Manager

Dkota Ventures LLC
dba Cu Onsite Solutions



ONSITE SOLUTIONS
Concrete, Asphalt, Excavation and Construction Management Services

Po Box 322, Severance, CO 80546
Office Phone 970-222-0380

CONTRACT PROPOSAL

Proposal Submitted by:

Gil Uhrich. Gilu@cuonsite.com 970-566-0302

Proposal submitted to: TST, Inc. Consulting Engineers 760 Whalers Way, Bldg. C, Suite 200 Fort Collins CO 80525	Proposal # 23-GU 59 Contact Steve Humann Contact Email shumann@tstinc.com	Date: 4/19/2023 Phone # (970)226-0557 Cell: (970)218-9967
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Job Name: Timnath Summersfield phase 1 2023 Job Address: Summersfield subdivison, Timnath	*Estimated Project Completion Date: 9/23/2023 *Project tax exempt status and # YES *Prevailing wages Apply: NO
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*Cu Onsite Solutions Acknowledges 0 addendum
Cu Onsite Solutions agrees to furnish all labor and materials for the work specified below

<u>ITEM #</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
All Pricing Includes Traffic control, Tenant Notification, bonding, and mobilization				
30" ROLL CURB REMOVE/REPLACE CONCRETE CURBS	1595	LF	\$56.00	\$89,320.00
CONCRETE REMOVE/REPLACE 8" CONCRETE DRAIN PANS	1046	SF PCC	\$26.50	\$27,719.00
ASPHALT /CONCRETE 2' PATCHING W/ SAWCUT,REMOVALS, COMPACTION	1935	LF	\$32.00	\$61,920.00
60" CONCRETE REMOVE/REPLACE 6" SIDEWALK	115	LF	\$102.00	\$11,730.00
LF PREP LANDSCAPE REPAIR NEXT TO WALKS CURBS	1805	LF	\$9.00	\$16,245.00
4' MILL REMOVALS /PATCHBACK FOR LARGE SETTLED CRACKS	1325	LF	\$57.00	\$75,525.00
CRACKSEAL ASPHALT CRACKS NOT PATCHED EXCLUDING TRANSITIONS	4780	LBS	\$4.05	\$19,359.00
CONCRETE WASHOUT INCLUDED IN COSTS	1	EA		
MOBILIZATION INCLUDED IN COSTS	1	LS		
TRAFFIC CONTROL INCLUDED IN COSTS	1	LS		

DUE TO UNSTABLE MARKETS ON CONSTRUCTION, CONCRETE AND PETROLEUM MATERIALS, QUOTE IS VALID UNTIL 1ST OF EVERY MONTH.
CU ONSITE SOLUTIONS POLICY REQUIRES 50% DOWN WITH SIGNED CONTRACT WITH REMAINDER DUE UPON COMPLETION

Payment is due upon completion of work.		Total (Labor and Materials)	\$301,818.00
SPECIFICALLY EXCLUDED FROM THIS QUOTATION ARE THE FOLLOWING UNLESS SPECIFICALLY CALLED OUT IN BODY OF QUOTE:			
Engineering, Bonds, Inspections, Testing,	Thermal Plastic traffic stencils	Traffic Control, Fees and implementation.	Dewatering
Permits and Permit fees	Tenant Notification	Street sweeping	Landscape Repair
Surveying and grade staking	Utility Adjustments	Clean water source	Asphalt patchback concrete
Towing of Vehicles	Concrete Joint Sealing	Weekend and overtime charges	Pollution liability insurance
Epoxy traffic paint	Erosion control implementation.	Drainage if slope is less than 2%	Winter Fees
Colored, stained or stamped concrete	Security for Vandalism		Polymer Modified Asphalt
	Hazardous waste removal and disposal		

Accepted by: _____ Authorized Party, CUSTOMER/PURCHASER	(Date) _____	Submitted By: <i>Gil Uhrich.</i> ESTIMATOR/PROJECT MANAGER	Gil Uhrich. Gilu@cuonsite.com 970-566-0302
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Purchaser agrees to terms and conditions on page 2 of this document.