



GARDEN CITY PAVEMENT IMPROVEMENT GRANT PROGRAM

The Garden City Pavement Improvement Grant Program is for businesses located in Garden City. The Town recognizes that property owners and tenants may need assistance maintaining or upgrading their parking areas. Applications will be accepted and reviewed by the Grant Committee. The applicant will also be required to give a five minute oral presentation to the Grant Committee at a Board meeting to be scheduled with the Garden City Town Clerk. The meeting will be held at the Garden City Town Hall, 621 27th Street Road, Garden City, Colorado. Dates are typically the 1st and 3rd Tuesday of the month, and your application is due by 2:00 p.m. on the Wednesday before the meeting.

A maximum reimbursement of up to 50% of the cost of improvements with a maximum reimbursement request of \$8000. A total of \$20,000 in grants for all businesses can be approved in 2021.

RULES AND REGULATIONS

- Must be located in the Town of Garden City
- Applicants are responsible for acquiring and completing all necessary Town permits.
- Two professional contractor estimates for the cost of the intended improvements must be submitted with each application.
- Reimbursement will be made upon completion of the project and proof that payment has been made for all materials and labor. The documentation must represent the total cost of the project. (Example: applicant is requesting \$3000. The applicant must show \$6,000 in paid bills towards the **approved** expenses.) All costs to be certified by the contractor and accompanied by a lien waiver from said contractor prior to reimbursement by the Town.
- Application must include a list of materials and the process to be used.
- Paving must comply with the written description as approved by the Grant Committee.
- Written approval of property owner must be included in application (if building is leased).
- Property owner must sign a Pavement Improvement Grant Program Agreement (attached for reference).

Work must be completed no later than five (5) months after grant approval or all funds will be forfeited.



**GARDEN CITY
PAVEMENT IMPROVEMENT GRANT PROGRAM APPLICATION**

PROJECT NAME:

Flats at 9th Ave Apartments

Estimate cost at time of application:

Estimated grant payment:

Amended cost of project:

Date of Amendment:

Final requested grant payment:

A. APPLICANT

- 1. Name: BNK REI LLC
- 2. Address: 2600 9th Ave Office
- 3. Telephone: Home: _____
Work: 970-541-9691

B. PROJECT INFORMATION

- 1. Building address: 2600 9th Ave.
- 2. If leased, name & address of building owner(s):

C. PROJECT DESCRIPTION:

Crackseal, sealcoat 22,680 square feet 2 coats, restripe parking lot to existing layout

- Attach proposed paving plans, two estimates and photos of the area before project begins. Projects must include appropriate traffic safety measures. See Rules & Regulations and Checklist for details.
- Applicant must appear before the Board to get approval prior to starting the project and after the project is complete. Call the Town Hall at 970-351-0041 to be put on the agenda.

Project Schedule: Start Date: June 2024

End Date: End of June 2024

Applicant, by virtue of signature on this application document and upon acceptance of funds provided by the Garden City Pavement Improvement Grant Program, agrees to the terms and requirements of the Pavement Improvement Grant Program.

DocuSigned by:
Nate Santillanes
1560E47F724E4D1...

Signature

5/22/2024

Date

ADDENDUM TO GRANT APPLICATION

1.) The applicant hereby agrees that he will not knowingly employ or contract with any undocumented alien to perform work under any purchase order or contract for which grant funds may be made available nor will applicant contract with any subcontractor that knowingly employs or contracts with undocumented workers.

2.) Applicant warrants and agrees that it has or will verify that it does not employ any undocumented aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration Department of Homeland Security or that applicant with otherwise comply with C.R.S. 8-17.5-102 (2)(b)(i).

3.) The applicant shall comply with all reasonable requests made in the course of any investigation by the Colorado Department of Labor and Employment. If the applicant fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq. the Town of Garden City may terminate the above referenced grant for breach of the grant conditions and all payments to applicant may be terminated.

Certified and agreed to this 24th day of May, 2024.

DocuSigned by:
Nate Santillanes 5/24/2024
1560E47E724E4D1

Applicant

Applicant

**GARDEN CITY
PAVEMENT IMPROVEMENT GRANT PROGRAM AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between
_____ and the Town of Garden City, Colorado.
(Property Owner)

WHEREAS, the Town of Garden City realizes the importance of the commercial enterprises in the Town and desires to support those commercial interests so as to increase the potential tax revenues to the Town; and,

WHEREAS, the Applicant desires to participate in the Pavement Improvement Grant Program and agrees to the terms and conditions of the program.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Town has approved the application for reimbursement of the paving improvement project outlined in the application and hereby grants a reimbursement amount of _____.
2. The grant recipient agrees to maintain the pavement in satisfactory condition for a period of five (5) years from the date of commencement of the improvements or construction. If grant recipient fails to maintain the pavement in a satisfactory condition, the Town shall be granted permission to repair the pavement and recover the grant funds in addition to the cost of repairs from the grant recipient.
3. Owner hereby agrees with the Town of Garden City that owner will not convert the property to any use other than business or commercial and will continuously operate a commercial enterprise on the property for a period of 5 years after completion of the project and payment of the grant herein described. If the property is converted to non-business or non-commercial uses within such 5 year period of time then a proportionate amount of the grant fund shall be returned to the Town of Garden City.
4. Promptly after the completion of the construction of the improvements in accordance with this agreement, Owner will furnish to the Town an appropriate document, photographs and paid receipts certifying such completion.
5. After 5 years from the date of commencement of the improvements provided for by this agreement, Owner shall be released from any and all liability concerning such grant amount recited above.
6. This Agreement shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties.

DATED: _____

OWNER

ATTEST:

TOWN OF GARDEN CITY

By: _____
MAYOR

DEPUTY CLERK

Black Pearl Asphalt, Inc

TERMS AND CONDITIONS:

- For Paving and/or Patching: while every attempt will be made to ensure proper drainage, we cannot guarantee complete drainage in those areas, paved, or patched, with less than 2% slope. Small puddles may occur.
- Over excavation and replacement of unsuitable subgrade to be performed on an hourly time and material basis.
- Final billing will be determined by field measurement of actual quantities upon completion of the project.
- Any permits, utility locates, staking, or material testing will be furnished by the property owner. (If needed)
- Price may include one mobilization. Additional MOBs will be a minimum of \$350 **up to** \$5,200 (for Paving or Overlays) each. *IF AN ADDITIONAL MOB IS NEEDED DUE TO WEATHER OR EQUIPMENT FAILURE - NO ADDITIONAL CHARGE WILL BE IMPOSED TO CUSTOMER*
- For access to work area, any damage to any existing hard surface and/or landscaped grass or Irrigated areas, which may be traveled on, Black Pearl Asphalt, Inc. will not be responsible for damages.
- Sprinkler systems must be turned off 24 hrs. in advance of work to insure dry pavement.
- Tow charges will apply for relocation or towing of any vehicles left in work area. Customer will be charged on final invoice.
- No vehicles or foot traffic will be allowed in or on the work area. Any damage or overspray from asphalt, equipment or sealer, Black Pearl Asphalt, Inc will NOT be held responsible for repairs. We suggest all vehicles be 50 ft or further from the work site.
- Traffic Control NOT included. An additional charge may apply. BPA will inform customers if this charge applies.
- **Signed estimate and deposit** is required **BEFORE** work is scheduled unless prior arrangement is authorized by a BPA representative.
- Pricing is subject to change due to any price increase from supplier. Final amount(s) to be submitted and authorized prior to scheduling. Estimates/proposals are valid for 30 days only.
- Invoice(s) to customer for work performed, materials and equipment provided shall be due 30 days from invoice date. An interest of 18% after 45 days shall accrue on all invoices past due.
- Customer is liable for all reasonable costs and attorneys' fees incurred by BPA in the collection of any unpaid balance.
- A Lien against the property will be filed on any unpaid Invoice amounts due after 90 Days from invoice date.
- Customer shall not withhold retention.
- Customer shall reveal any specific payment requirements to Black Pearl Asphalt, Inc. (insurance, Davis-Bacon wages, etc.) If any requirements are exposed after completion of project, BPA will add those requirements or hours, to the final invoice.
- BPA reserves the right to hire/contract competent, Insured, Subcontractor(s) to complete requested project. Subcontractor terms, conditions and warranty may vary. Terms and conditions will be sent upon request. If applicable.

- Unless otherwise stated, Black Pearl Asphalt, Inc, will warranty all Patches against adhesion, raveling, and reflective cracking for a period of TWO (2) years from the date of substantial completion.
- Crack Seal adhesion for a period of one (1) year from the date of substantial completion. (BPA suggests an annual assessment of asphalt for proper maintenance schedule).
- Sealcoating and Striping for a period of one (1) year from the date of substantial completion. (NO WARRANTY if sealed prior to May or after September 30th).
- *WARRANTY VALID AFTER INVOICE IS PAID IN FULL. (Please contact the office prior to expiration date on Invoice)*

Black Pearl Asphalt, Inc.
(970) 493-4380
www.fortcollinspaving.com
email: info@fortcollinspaving.com

Please sign, date and return with authorized Estimate. By signing this form, you agree to all terms & conditions and authorize Black Pearl Asphalt, Inc. to perform the work authorized on the approved Estimate only. Any additional requests will need written authorization by customer and BPA.

Printed Name

Signature

Date

Title

Authorized Estimate Number(s)

Black Pearl Asphalt, Inc.

PO Box 272211
Fort Collins, CO 80527
(970) 493-4380
blackpearlasphalt@hotmail.com
www.fortcollinspaving.com



Estimate

ADDRESS
Nate Santillanes

ESTIMATE 4933
DATE 06/03/2024
EXPIRATION DATE 07/03/2024

CUSTOMER CONTACT
Nate 970-213-9253

PROJECT
2600-2622 9th St-Garden City

ACTIVITY	DESCRIPTION	AMOUNT
Mobilization	(1) Mobilize Crew & Equipment * \$390 per additional Mob if needed.	390.00
Sealcoat	Clean asphalt with forced air blower & steel brooms Spray apply PMM Sealer in 2 coats to Existing Asphalt. 2,686 SY	6,000.00
Crack Seal	Clean Cracks with Forced Air and mechanically remove weeds (if needed). Place & squeegee 300 pounds of hot-pour rubber crack sealer material to cracks in asphalt Seal all cracks 1/8" or larger in asphalt * Go around alligator areas (if applicable) * Some settling will occur.	900.00
Stripe	Stripe To Existing Layout	850.00

Thank you for your business! We accept credit card and ACH payments. A 3% service fee will be added to the invoice. Please contact the office for a secure link. 970-493-4380
We look forward to working with you!
50% Deposit is required prior to scheduling unless other arrangements are made with an Office Manager at Black Pearl Asphalt, Inc. Acceptance of this Estimate verifies agreement to all Terms & Conditions. Please contact the office if you did not receive a copy.

SUBTOTAL	8,140.00
TAX	0.00
TOTAL	\$8,140.00

Accepted By

Accepted Date

T Case Construction *and Excavating*

Proposal

PO Box 403
Johnstown, CO 80534
Phone 970-999-2981

DATE: 3/30/2024

To: Nate

LOCATION: 2600 9th Avenue

DESCRIPTION	AMOUNT
Crackseal	\$1450
Sealcoat 22680 SF 2 Coats	\$4255
Restripe to existing layout	\$870
Total	\$6,575.00

If you have any questions concerning this proposal,
contact Tom at 970-999-2981 or tcaseconstruction@gmail.com.

THANK YOU FOR YOUR BUSINESS!

