



Customer  
**Johnstown, Town of**  
**P.O. Box 609**  
**Johnstown, CO 80534-**

Attention  
**Don Gardner**  
**(970) 534-0247**  
**dgardner@townofjohnstown.com**  
**Fax: (970) 587-0141**

Date  
**05/04/21**  
 Proposal #  
**28646**

Proposal for  
**Police Department - 430 South Parish Ave. - Johnstown**

Item#	Description	Qty/Unit	Unit Price	Total Price
<b>Option# 1 Seal Coat Parking Lot</b>				
01	<b>Infrared</b> Repair potholes and damaged asphalt using the infrared method of asphalt pavement patching. These areas are marked onsite with fluorescent marking paint. (Each infrared patch repair is approx. 5'x7') The infrared process includes: *Clean the damaged areas of all dirt and debris. *Heat the asphalt to a working temp of 300 F by the infrared process. *Rake heated area and remove any deteriorated asphalt. *Add new asphalt *Compact with a vibratory roller. *Clean-up. *This is only an estimated number, the parking lot may need more patches.	30 EA	\$120.00	\$3,600.00
02	<b>Crackseal</b> Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	2,500 LF	\$1.50	\$3,750.00
03	<b>PM Sealer (Two Full Dried Coats)</b> Polymer Modified Sealer is a high performance mineral reinforced asphalt emulsion blended with polymers. It is a unique formulation that allows for application at full strength without the additional dilution of water.  *Existing pavement will be cleaned and oil spots will be primed where applicable. *Any failed areas should be repaired prior to sealing otherwise alligatored areas and water ponding may occur. *Sealer will not adhere to heavily saturated oil spots, Infrared patching is recommended in these areas to ensure adherence of sealer. *Pavement sealer will take approximately one day.  <b>CUSTOMER RESPONSIBILITY:</b> *Sprinklers must be turned off for 24 hours before and after work for proper adhesion of sealer. *Vehicles need to be removed prior to our arrival. *If removal is going to be done the day of the work customer needs to make arrangements to have vehicles moved. *No use of parking lot for a minimum 24 hours after work is complete. *Schedule all deliveries / Trash pickup accordingly.	31,640 SF	\$.28	\$8,859.20
Accepted_____				<b>Total for Option# 1 \$16,209.20</b>

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**Additional Charges If Required :**

\*This Proposal is based on one Mobilization.  
\*Additional mobilizations add \$700.00 each.

**Notes:**

\*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.  
\*This work can be scheduled 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.  
\*Performance and Payment bond. Add 1% to total price if Bond is required.  
\*Infrared patch estimate is an approximation only.

**Exclusions:**

\*All polymer-modified asphalt.  
\*Bonds, permits, testing, engineering, surveying, utility adjustments.

**See attached terms and conditions**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Estimator: *John Parks*

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

Authorized Agent(s)

**John Parks**  
**(720) 540-8288**  
**jparks@asphaltrepair.com**

**Phone: 303.464.9267      Fax: 303.464.9261**

**2505 E 74th Ave - Denver, CO 80229**

**A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.**

# 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.