

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



Asphalt & Concrete Installation, Repair and Maintenance

CONTRACT

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

Proposal submitted to: _____ Date: 3/1/2021
Name: Town of Johnstown Contact: Don Gardner Phone: 970-587-0141
Address: P.O. Box 609 Johnstown CO 80534 Email: dgardner@townofjohnstown.com Cell # 970-534-0247

APEX PAVEMENT SOLUTIONS agrees to furnish all materials for the work specified below on premises located:

Job Name and Address: Johnstown Police Dept. 430 S Parish Ave. Johnstown

APEX PAVEMENT SOLUTIONS Representative: Quinten Larkin Cell ph. (970)889-3280 Email: QLarkin@apexpvmt.com

We hereby submit specifications and estimates for: Proposal # 21-050

ITEM #	Description	Quantity/ Unit	Unit Price	Total
	CRACK SEALING - Field & Transition Cracks	980 lbs	2.4	2,352.00
	Clean all cracks 1/4" or wider with compressed air			
	Crack Seal specified linear feet of cracks with hot pour rubberized crack sealer.			
	Apply Glenzöl or sand aggregate sealant to crack sealed areas to prevent tracking if needed			
	Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated.			
	SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE.			
	ALLIGATORED AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS.			
	SEALCOAT - (2) Coat Spray Ultraseal Type II	29,509 sf	0.019	5,606.71
	Area to be sealcoated will be cleaned with push blowers and wire brooms.			
	Prime oil spots where applicable. Sealcoat will not adhere to heavily saturated oil spots.			
	Infrared patching is recommended in these areas to ensure adherence of sealcoat.			
	Seal coat parking lot with Ultraseal Type II Sealcoat emulsion			
	Sand aggregate for traction to be added by manufacturer @ 3lbs per gallon before application.			
	Sealcoat will take approximately 1 day(s).			
	*Pricing includes striping per existing color & layout.			
Total (Labor and Materials)				\$7,958.71
Payment is due upon completion of work.				

CUSTOMER RESPONSIBILITY:

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

SPECIFICALLY EXCLUDED FROM THIS QUOTATION ARE THE FOLLOWING:

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

Submitted by:

By: Quinten Larkin
Quinten Larkin APEX PAVEMENT SOLUTIONS, LLC.
E-mail: QLarkin@apexpvmt.com

Accepted by:

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.



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

Apex Pavement Solutions, LLC hereinafter referred to as 'Apex' or 'Contractor'

Effective: 8/1/2017

Customer/Purchaser or Owner hereinafter referred to as 'Customer'

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 it's 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, and for loss of management or employee productivity or of the services of such persons; and 2. damages incurred by the Contractor for principal office expenses including personnel stationed there, for losses of financing, business and 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 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.