

NORTHGLENN URBAN RENEWAL AUTHORITY

RESOLUTION NO.

N/23-8
Series of 2023

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH PALMER PLAZA, LLC

WHEREAS, Palmer Plaza, LLC (the “Grantee”) is making improvements to the property located at 11455 Washington St., Northglenn, CO 80233 (the “Property”); and

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the tenant for improvements as described hereto as **Exhibit B** (the “improvements”); and

WHEREAS, NURA specifically finds that entering into this Agreement (**Exhibit A**) will enhance the physical appearance and economic viability of the Property, will protect adjacent properties from deterioration, and will maintain a positive business environment in the City of Northglenn.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:

Section 1. The Incentive Agreement attached hereto as **Exhibit A** is hereby approved for up to Eight Thousand Two Hundred Sixty-Two Dollars and Fifty Cents (\$8,262.50) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this _____ day of _____, 2023

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Allison Moeding
Executive Director

Jeff Parker
Board Attorney

**NORTHGLENN URBAN RENEWAL AUTHORITY
BUSINESS IMPROVEMENT AGREEMENT (BIG)**

THIS NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS IMPROVEMENT AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2023, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and Palmer Plaza LLC (the "Grantee") (individually a "Party" or collectively the "Parties").

W I T N E S S E T H

WHEREAS, NURA is authorized under the provisions of Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, to enter into agreements and provide financial incentives for the redevelopment of property to eliminate blight; and

WHEREAS, such redevelopment may be made and encouraged by granting financial assistance to businesses located within the NURA boundaries and to business owners of property within NURA boundaries; and

WHEREAS, Grantee desires to improve the property located at 11455 Washington St., Northglenn, CO 80233 (the "Property") with improvements more specifically described in Grantee's application for business incentives attached hereto as **Exhibit B** (the "Improvements"); and

WHEREAS, the Improvements are intended to preserve the Property by protecting against its deterioration, maintaining a positive business environment in the City, and attracting other businesses to the City and the Northglenn Urban Renewal Area; and

WHEREAS, the Improvements will further the public purpose of NURA as set forth in C.R.S. § 31-25-102; and

WHEREAS, NURA desires to reimburse Grantee by paying Grantee for a portion of the Improvements pursuant to the terms of this Agreement.

NOW, THEREFORE, in order to promote redevelopment, fulfill NURA's urban renewal purpose as set forth in Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and achieve the above-referenced goals, and in consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

I. REIMBURSEMENT

A. NURA agrees to reimburse Grantee an amount up to a maximum amount of Eight Thousand Two Hundred Sixty-Two Dollars and Fifty Cents (\$8,262.50) for the Improvements as follows:

1. The Improvements shall be constructed in compliance with all applicable laws, rules and regulations, including without limitation, all applicable building and technical codes, and City of Northglenn ordinances (collectively, the "Laws");
2. The Improvements shall be maintained and operated in compliance with the Laws;
3. All required approvals of any governmental authority with jurisdiction over the Improvements shall be obtained by Grantee prior to construction of the Improvements;
4. All contractors and subcontractors have signed lien waivers for all work and materials related to the Improvements; and
5. Grantee shall provide NURA with itemized reasonably detailed invoices and financial documentation that to NURA's reasonable satisfaction confirm the Actual Direct Costs of the Improvements.

The phrase "Actual Direct Costs" means costs invoiced to Grantee by the contractor(s) which can include sales and use taxes, permits, and project design review fees, but shall not include internal Grantee costs, such as Grantee staff time or Grantee travel expenses.

B. Reimbursement to Grantee shall be made as follows:

1. Reimbursement shall not be made until all of the Improvements have been fully completed and all governmental requirements have been satisfied; and
2. Upon completion of the Improvements and Grantee being in compliance with all of the requirements of this Agreement, and upon delivery to NURA of fully paid invoices for all the Improvements, NURA shall reimburse Grantee up to a maximum amount of Eight Thousand Two Hundred Sixty-Two Dollars and Fifty Cents (\$8,262.50) for the Actual Direct Costs incurred by Grantee for the Improvements; and
2. NURA's obligation to reimburse Grantee shall terminate if Grantee has not met all of the above-listed conditions by November 10, 2023.

II. ONGOING GRANTEE OBLIGATIONS

In addition to any ongoing obligations set forth in or reasonably implied from Section I, Grantee shall maintain the Improvements in good condition and good working order. If at any time within five (5) years from the Effective Date, Grantee fails to comply with the above-referenced conditions, Grantee shall reimburse NURA for all amounts paid by NURA to Grantee under this Agreement; provided that NURA shall first provide Grantee with written notice that one or both of the above-referenced conditions has been breached and Grantee shall have ten (10) days to cure the breach.

III. PROMOTION

Grantee authorizes NURA to promote the approved project, including but not limited to the following: Website, Signage, Northglenn Connection, Economic Development E-newsletter, and other marketing and promotional publications and communication methods.

IV. INDEMNIFICATION

Grantee agrees to indemnify and hold harmless NURA and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, business loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Grantee, any subcontractor of Grantee, or any officer, employee, representative, or agent of Grantee, or which arise out of any worker's compensation claim of any employee of Grantee or of any employee of any subcontractor of Grantee.

V. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Adams County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by NURA shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Grantee and NURA, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the following addresses set forth on the first page of this Agreement.

If to NURA: Executive Director
Northglenn Urban Renewal Authority
11701 Community Center Drive
Northglenn, CO 80233

If to Grantee: Mark Kalinoski
Palmer Plaza
P.O. Box 641
Westminster, CO 80236

Either party may change such notice address upon prior written notice to the other party.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. NURA, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to NURA and its officers or employees.

J. Rights and Remedies. The rights and remedies of NURA under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit NURA's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Subject to Annual Appropriations. Any financial obligations of NURA not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of NURA hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

[Remainder of page intentionally blank. Signatures on following pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**NORTHGLENN URBAN RENEWAL
AUTHORITY**

Rosie Garner
Chair

Date

ATTEST:

Debbie Tuttle Date
Executive Director

APPROVED AS TO FORM:

Jeff Parker
NURA Attorney

Palmer Plaza LLC

By Mark Kalinowski

Its: President

STATE OF COLORADO)

COUNTY OF Adams) ss.

20th The foregoing instrument was subscribed, sworn to and acknowledged before me this April day of April, 2023, by Mark Kalinowski as President of Palmer Plaza.

My commission expires: September 27, 2026

(SEAL)

SUSAN BACA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984026008
MY COMMISSION EXPIRES SEPTEMBER 27, 2026

Susan Baca
Notary Public



Business Improvement Grant (BIG) Application Form

Name of Applicant: Mark Kalinoski

Name of Business: Palmer Plaza LLC

Address of Business: 11455 Washington st, Northglenn Co.

Mailing Address (if different than business): PO Box 641, Westminster Co. 80036

Phone Number: _____ Cell Number: 720-940-6254

E-mail Address: mkalinosk@aol.com

Type of Business: _____

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? 20+

How long has the business been operating at the current location? 20+

When does your current lease expire? Na

If lease expires in less than two years, please explain the circumstances:

Na

Property owner's name (if different from applicant): _____

Property owner's address: _____

Property owner's phone number: _____

Note: If you are not the property owner, please have the property owner or authorized representative co-sign this application under Property Owner Authorization on Page 3.

Why are you requesting this grant?

To do asphalt repairs

Proposed Improvements:

Please describe the proposed improvements to the property. Include at least one color photograph of all areas showing the existing building conditions prior to the improvements.

Three bids are required for the proposed work. If you have any additional building information such as measured plans, site plans, or architectural documentation for improvements (plans, sketches, or construction costs, permit and construction fees and taxes), please include them with your application.

Exterior Improvements Description:

Mostly Infared patches in various areas of the parking lot.

Bid information:

Bid #1: Company	<u>Colorado Asphalt works</u>	Amount \$	<u>15390</u>
Bid #2: Company	<u>Asphalt Coating Company Inc.</u>	Amount \$	<u>16525</u>
Bid #2: Company	<u>5280 Asphalt Paving Contractors inc</u>	Amount \$	<u>16000</u>

Which company have you chosen to perform the work? Asphalt Coating Company

Is this company licensed to perform work in Northglenn? Yes No

Budget & Timing:

Total overall proposed project budget: \$ 16525.00

Total amount of funding assistance being requested: \$ 8262.50

Desired completion date: 6/30/23

Authorization:

The applicant authorizes the Northglenn Urban Renewal Authority (NURA) to promote an approved project, including but not limited to, displaying a NURA grant program sign or sticker at the site during and after construction, and the use of photographs and descriptions in city and NURA related communications and materials.

The applicant understands that NURA reserves the right to make changes in the conditions of the Business Improvement Grant program as warranted.

The applicant understands that, in the event this application is approved, a binding letter of commitment must be signed and recorded. The applicant must also provide proof of the completed project prior to the release of grant funds.

Signature of Applicant Mark Kalynn **Date** 4/25/23

Property Owner Authorization:

If the applicant is not the property owner, please have the property owner or an authorized representative review and co-sign this application below.

As owner of property at 11455 Washington St (address) I have reviewed the above application and authorize the operator of Almer Plc ZC

(business name) at said address to perform improvements described above as part of the NURA Business Improvement Grant program.

Signature of Property Owner or Authorized Representative:

Matt Kalman

4/25/23

Name

Date

SUBMITTAL CHECKLIST

Please check all the boxes below indicating that you have included the following required documentation:

- Original Application Form
- At least one color photo of each area of the building, property and/or sign where improvements will be made **prior** to the improvements
- Color rendering(s) of the proposed scope of work
- Three (3) contractor bids, including a complete project description and cost estimate
- \$25 application fee payable to
- NURA Project Fact Sheet
- Completed W-9 – Request for Taxpayer ID & Certification

Untitled Map

Write a description for your map.

Legend

- 11455 Washington St
- NATIONAL WILDLIFE REFUGE
- Sherwin-Williams Paint Store



20

72
Infrared

11455 Washington St
Sherwin-Williams Paint Store

36

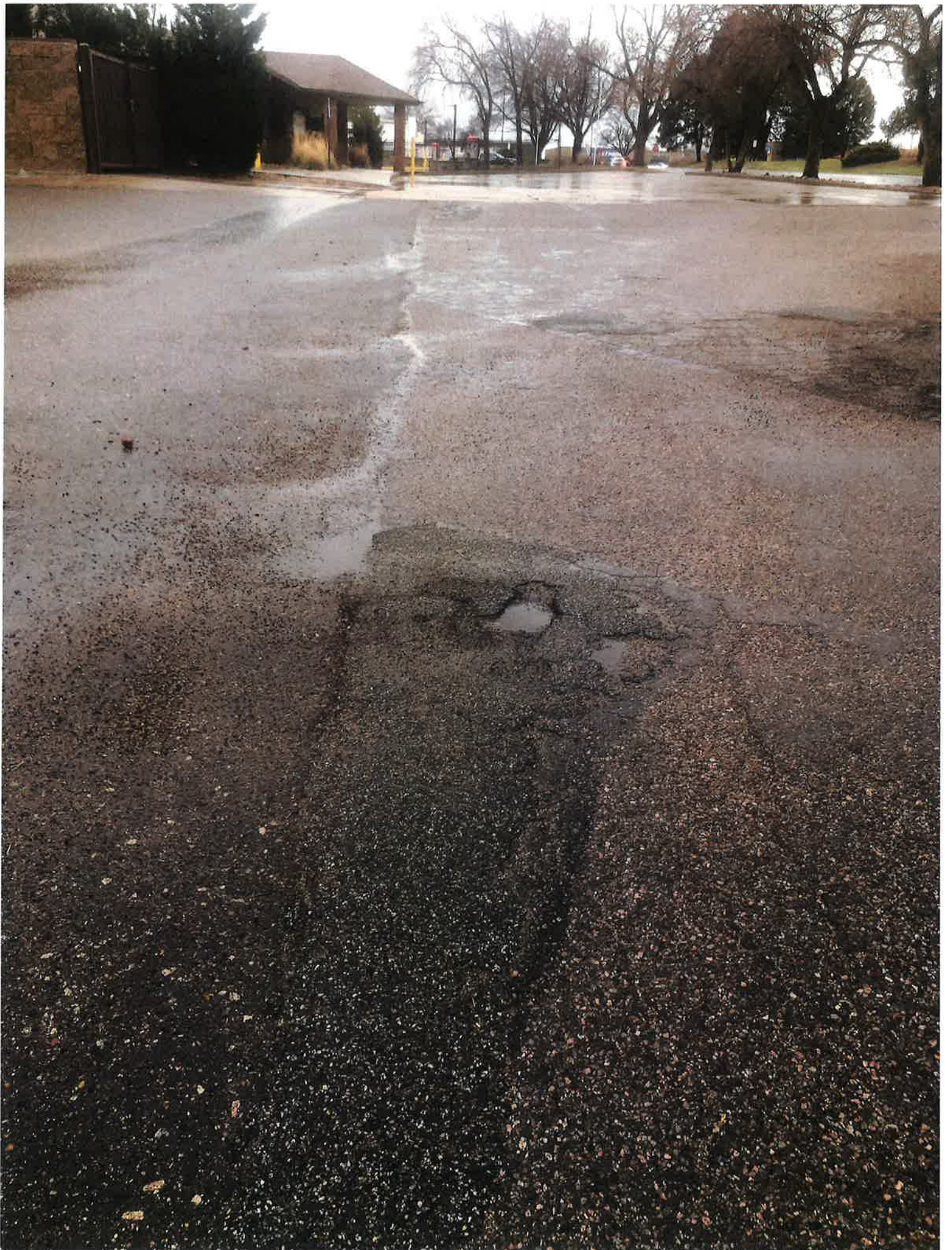
Infrared
Crack seal
Sealcoat
Re stripe

12

10











Date	3/17/2023
Estimate #	AG23-0046
Customer #	
Rep	Abel Guzman 303 668-7049

abelguzman@coasphaltworks.com

ESTIMATE / CONTRACT

Client Name:	Mark Kalinoski
Attn:	Mark Kalinoski
Phone:	720 940-6254
Address:	
City, State, Zip	
Email:	mkalinosk@aol.com

Project Name :	Palmer Plaza
Address:	11455 Washington St
City/State:	Northglen Co
Owner:	
General Contractor:	

SCOPE OF WORK/LINE ITEMS

Colorado Asphalt Works, Inc. (the "Contractor") shall perform the following work (Contractor's Work")

DESCRIPTION:	RATE
(Infrared / Overlay Patch) Repair damaged asphalt using Infrared/Overlay method of patching. Approx.5,600 SqFt. Or (160 Infrareads.) Rolled & Compacted.	\$ 15,390.00
Total:	\$ 15,390.00

DATE	3/17/2023
ESTIMATE #	AG23-0046
Customer #	0
REP	Abel Guzman 303 668-7049

- * Total is based upon acceptance of all line items. If only selected line items are approved, this Estimate/Contract will need to be revised accordingly.
- * Sprinklers must be off for 24 hours prior to beginning and for 24 hours after the completion of the project.
- * Vehicles need to be removed prior to our arrival.
- * No use of parking lot for a minimum of 24 hours after work is complete.
- * Have Towing company onsite to insure vehicles are moved.

Unless specifically included above as part of the Scope of Work, the Contractor's Work excludes the following: Fees for testing, permits, licenses and inspections, bonds, material removal, personal property removal, excavation, sub grade and grade preparation, traffic control, utility adjustments, snow, frost or trash removal, de-watering, de-mucking, and weather protection.

CONTRACT PRICE/PAYMENT TERMS

The Customer shall pay the Contractor the Contract Price of \$15,390.00, which is the total of the line items above, within 30 days of invoice date unless other payment terms are stated below:

GENERAL TERMS AND CONDITIONS

1. The Estimate of the Contract Price is valid for only 30 days.
2. All work performed by the Contractor under this Contract is warranted to be free of defects in workmanship and materials for a period of one (1) year from the date of substantial completion of Contractor's Work. The Contractor will, upon timely written notification in accordance with paragraph 3 below, correct such defects by suitable repair, replacement or refund at Contractor's sole option and expense. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. This limited warranty also excludes remedy for the following:
 - A. Damage or defect due to normal wear and tear or normal usage of the concrete, asphalt paving, asphalt patching or sealcoat.
 - B. Damage or defect caused by abuse, modifications, improper or insufficient maintenance or improper operations on, in or near the concrete, asphalt paving, asphalt patching or sealcoat.
 - C. Damage or defect caused by trucks and other vehicles or by other items of excessive weight being placed upon the concrete, asphalt paving, asphalt patching or sealcoat.
 - D. Damage or Defect to Contractor's Work caused by (i) work performed by the Customer, other trades or other contractors; (ii) site conditions which were not in plain view at the time Contractor commenced its work; (iii) the shifting and settling of the site, the grade, the subgrade or any other part of the subsurface; (iv) the failure of the grade, subgrade or other part of the subsurface; (v) improper or inadequate site preparation, excavation, grade or subgrade preparation by the Customer or other contractors; and (vi) pre-existing drainage problems on the site including inadequate or improper drainage.
3. Any claim under the Limited Warranty set forth above must be made in writing and delivered to Contractor within thirty (30) days from the date that the Customer knew or in the exercise of reasonable diligence should have known of the defect or damage. An untimely submission of a claim shall bar it.
4. Customer shall remove all personal property from the work area. Customer is responsible to locate, mark and inform Contractor of all underground utilities, sprinklers, wiring, manholes, valves and all other hazards or obstructions. The Contractor will not be held liable for damage to any unmarked underground utilities, sprinklers, wiring, man-holes or valves and Customer agrees to defend and hold Contractor harmless from any and all claims arising out of these unmarked items. The Contractor also will not be liable for delays and damages caused by acts of God, the acts and omissions of the Customer, other contractors or subcontractors, interference and obstruction of the Contractor's Work caused by the Customer, other contractors or subcontractors, shortages or nonavailability of labor, concrete, asphalt or other necessary materials, weather conditions, unforeseen site conditions, unforeseen subsurface conditions and all other conditions or events beyond the control of the Contractor.
5. Customer waives claims against the Contractor for special, incidental or consequential damages arising out of or relating to this Contract or the Contractor's Work.
6. Changes in the Contractor's Work may be authorized by either written change orders signed by the parties or by the verbal request of the Customer to which the Contractor agrees. The Contract Price may be increased by Contractor without a change order if there is a change in materials costs.
7. Invoices are payable upon receipt and bear interest at the rate of 1.5% per month (18% per annum), compounded monthly, accruing from thirty (30) days after the invoice date until paid. Payment of the Contract Price and any other sum due and owing to Contractor is not contingent or conditioned in any way upon the Customer receiving payment from the owner of the project, a construction lender, the general contractor or payment being made to Customer from any other source or third party.
8. Customer agrees to pay all collection costs incurred by Contractor to collect amounts owed to Contractor under this Contract or incurred by Contractor to enforce any other term of this Contract, including but not limited to reasonable attorney's fees, court costs and expert witness fees.

COLORADO ASPHALT WORKS, INC.

This Proposal/Contract is accepted. Colorado Asphalt Works, Inc. is authorized to proceed with the Work under this Contract.

By: *Abel Guzman*

CUSTOMER: _____

Print Name: Abel Guzman

By: _____

Title: _____

Phone: **1-800-BLACKTOP**
 or
 Denver: **303-340-4750**
 Colo. Springs: **719-232-6200**



Asphalt Coatings Company, Inc.
P. O. Box 472918
Aurora, CO 80047
Fax: 303-340-4756

Serving Colorado's Front Range Since 1986

CONTRACT

Date 04/14/23

Job Name: Palmer Plaza Contact: Mark Karginoski Phone: 720-940-6254

Address: 11455 Washington St Northglenn, Co 80233

Management/Owner Name: _____

Address: _____ Fax / E-mail: Mkalinosk@aol.com

Asphalt Coatings Company, Inc. Representative: Victor Turner Phone: 720 505-1140/303 618 4141

We hereby submit specifications and estimates for: 2023

Infrared Patching (145 Heats) \$12,325

Repair potholes and damaged asphalt using the infrared method of asphalt pavement patching. (Each heat patch repair is approx. 5' x 7') The infrared process includes: Clean the damaged areas of all dirt and debris. Heat the asphalt to a working temperature of 350 degrees F by the infrared process. Rake heated area and remove any deteriorated asphalt. Add new asphalt and compact with a vibratory roller. Clean up all job related debris.

Crack Sealing (3000 LF) \$3,150

Clean all cracks 1/4" or wider with compressed air. Remove weeds from cracks. Crack Seal specified linear feet of cracks with CDOT approved hot pour rubberized crack sealer. Apply black sand to crack sealed areas to prevent vehicle tracking. 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. ALLIGATORING AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS. Asphalt Coatings Company, Inc. recommends Crack Sealing every year to prevent water from entering sub-grade.

Sealcoat ~~\$8,923~~

SEALCOATING: **39,162 SF**. Clean lot using high powered blowers and wire broom. Oil spots will receive "Tar Lock" to help with the adherence of the sealcoat. Apply sealer using a heavy duty CoalTar/Emulsion blend sealer with recommended additives and fine mesh sand for traction and durability. Clean up area. Work will take approx. 1 day. Apply two coats

Striping \$1,050

Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.

Excludes: Curbs, Crosswalks or Speedbumps unless otherwise specified.

Return Trip Charge \$450/trip Weekend work \$450/day

To Schedule, please fax signed contract back to office (303) 340-4756. And contact your sales representative and confirm your fax.

VTurner@AsphaltCoatings.Net

Total (Labor and Materials) \$25,448 16,525
 Down payment of one third upon acceptance with balance due in full upon installation.



Note: 1) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 2) All proposals subject to approval of management. 3) All cars and non-stationary objects will be removed from the work areas by customer on scheduled work days by 7:00 am. 4) Legal fees and court costs incurred in the collection of monies owed according to this contract shall be borne by the customer. 5) This contract does not include design or engineering. 6) ACC is not responsible for damages to underground utilities, irrigation, wiring or other buried items that are undisclosed at the time work is performed.

Submitted by: **Victor Turner**

Accepted by: _____

By: _____

(Purchaser)

(Date)

* The signer serves as authorized agent for owner and binds the written contract. Acceptance of Proposal: The above prices, specifications and Standard Conditions (page 2) are satisfactory and hereby accepted. You are authorized to perform the work specified. Payment will be made as specified above with a 2% monthly interest penalty applying to late payments.

Standard Conditions

1. Subgrade to be received at grade ready, and compacted with proper moisture content. Fine grading from +/-0.10', scarification and/or re-compaction are not included unless noted on proposal.
2. Not responsible for and price does not include the over excavation of soft or unstable sub grade. If requested, Asphalt Coatings Company, (ACC), can stabilize these areas on a time and material basis.
3. Not responsible for drainage or damage where there is less than 2.0% slope.
4. Utility appurtenances to be at finish grade prior to move-in. No utility adjustments are included except as noted on previous page. Utility adjustments if required over +/-3", add \$450.00 for each manhole add \$200.00 for each valve adjustment.
5. Exclusions (unless included on proposal); curb and utility patching, testing, bonds, permits, traffic control, surveying, saw-cutting, demolition, removals, engineering, pavement markings, signage, wheel stops, rotomilling, erosion control (SWMP), export material, crack sealing.
6. Quantities used are approximate and subject to physical measurement. Corrections, if necessary will be made with unit prices applying.
7. **SCOPE OF WORK CHANGES:** ACC will furnish all necessary labor, material and equipment to complete job described in the proposal. Changes in the scope of work shall be in writing. If items of work are to be deleted at Owner's request. Owner shall be responsible for payment to ACC for partially completed work and for costs of specifically ordered material, less salvage value. All added items (extra work) shall be billed to Owner on a time, equipment and material basis. Extra work shall include overruns of asphalt, gravel and other materials necessary due to soft or unstable soil conditions. On request by ACC, Owner agrees to make available at the site its representative to identify and document overruns of material.
8. **OFFER EXPIRATION DATE:** The proposal expires automatically thirty (30) days from date if not accepted within that time.
9. **PRICE:** Due to market conditions, ACC is unable to obtain long-term price commitments from its suppliers of petroleum-based materials and is not willing to guarantee the quoted prices for work to commence later than thirty (30) days from this proposal so that ACC may inform you of any price changes. If work is not performed during ACC current paving season, prices may be increased in the following paving season when the work is completed. ACC normal paving season extends for April to November depending on weather conditions. After ACC has notified you of changes if any, the prices hereunder shall be adjusted accordingly and ACC shall proceed with the work unless at least five (5) days prior to the time for commencement of work you shall deliver to ACC written notice that you are unwilling to accept such changes. In that event the contract shall terminate, provided however, that ACC at its option may elect to proceed and complete the work at contract prices herein provided. If this contract is terminated as provided in this paragraph, you shall promptly pay ACC for all work, if any, performed to the date of termination and ACC shall have no further obligation to perform any further liability. Up to a 10% cancelation penalty may apply when work is cancelled less than 5 days or verbally prior to start date.
10. **CONSTRUCTION LIMITS & UNDERGROUND:** It is your responsibility to provide ACC with surveys, maps and drawings which accurately depict; the location of all property boundaries and the areas on which work is to be performed; the location, extent and depth of all underground utilities, sprinkler systems, wiring, manholes, valves or other installations which are not exposed to view. You shall obtain all approvals, which may be required by utility companies or others having easements or rights-of-way, which may be affected by the work. ACC will not be responsible or liable for damage to underground utilities or other sub-surface improvements or conditions not accurately depicted on surveys, drawings and plans furnished to ACC prior to construction. You shall hold ACC harmless and shall defend it from all claims for damage, costs or expense whatsoever, including attorneys' fees, for any such matters.
11. **GRADING AND DRAINAGE** Unless the job description on this proposals specifically includes site preparation excavation as part of the work to be performed by ACC, you shall be responsible for proper preparation, compaction, and grading of the area on which the work is to be performed prior to commencement of the construction by ACC. The Owner, and its engineers and other contractors, shall be responsible to ensure that all surface accumulations of moisture and water are properly drained off of the location or which work is to be performed by ACC and ACC will not be held responsible for any drainage or any damage where there is less than a 2.0% slope.
12. **ACCEPTANCE OF PROPOSAL:** The person or persons accepting this proposal represent that they are the authorized representative of the Owner, and that permission and authority is hereby granted to ACC to perform such work on those premises.
13. **SOIL STERILIZATION:** It is to be understood that if a soil sterilizer is applied it is an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Soil sterilization is not included unless noted on the proposal.
14. **PERFORMANCE:** ACC cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of ACC to third parties, mechanical failures, labor difficulties, fuel or material shortages, fire, governmental authority or regulation, acts of God, and any cause beyond its control. In the event ACC is delayed for more than sixty (60) days in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to ACC, to terminate this contract, in which event ACC shall be paid for the work performed by it to the date of such termination and all the parties hereto shall be released of any obligation hereunder. Under no conditions will ACC be held responsible for the following: gravel or asphalt paving installed on projects or areas that are not stable due to excessive moisture, frozen ground, or inclement weather, for rough texture or rough joints when asphalt paving is requested during cold temperatures; for asphalt cracking or failure due to prevailing expansive soil conditions; for settlement of asphalt due to improperly placed or compacted backfill; for the establishing of property corners, dimensions and boundary lines.
15. **GUARANTEE:** All work completed by ACC under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from date of installation. There is no warranty on cracks, oil spots, earth movement, sub-grade failure or drainage with less than 2% slope.
16. **PAYMENT TERMS:** The person or persons and the company accepting this proposal each agree to pay ACC the full quoted price with any adjustments provided for herein for the work herein specified. Invoices may be issued monthly for work completed during that month. Each invoice rendered by ACC will be paid when rendered and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 2% per month (an **annual percentage rate of 24%**). And if ACC commences legal proceedings for the collection of any delinquent amounts. Customer will be responsible for all legal fees and court costs incurred in the collection of money. ACC is not responsible for any of customer's legal fees or court costs even if customer receives a favorable court decision.
17. **FINANCIAL RESPONSIBILITY:** If at any time ACC, in its sole judgment, determines that the financial responsibility of the person or persons or the Company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantee that invoices will be paid when due. If any payments are not paid when due, ACC at its option may cancel any unfulfilled portion of the agreement, without further liability, and all work therefore completed shall thereupon be invoiced and be due and payable at once.
18. **PERMIT FEES; TAXES:** Costs for any permits required by any applicable municipal, county, state or other governmental entity for this project and from the Colorado State Sales Tax or any other State, City or County taxes are excluded from the price quoted unless specifically stated otherwise in this agreement.
19. **WATER:** Due to ongoing drought conditions, we will require water for compaction of sub grade and paving. We require a source be provided on site; otherwise we will request a change for additional cost of transporting water to the site and any premium changes for the purchase of water for this project.
20. **EDGE LINE CRACKING:** Cracks may develop along unconfined edges. No warranty is given to these.
21. **LIABILITY:** ACC's liability under this agreement is limited to errors and omissions proximately caused by ACC in the performance of its work as described in this agreement and any change orders and/or additional work performed by ACC (collectively referred to as "ACC's Work"). Any claims against ACC relating to ACC's work shall be limited to the actual damages that directly result from ACC's errors and omissions, provided however, that under no circumstances shall such actual damages exceed the total contract amount to be paid to ACC for ACC's work. The parties to this agreement acknowledge they have allocated the risks inherent in this project, and ACC's price for its work reflects this allocation.

INITIAL: _____

ESTIMATE

**5280 Asphalt Paving
Contractors Inc**
4290 Newcombe st.
Wheat Ridge, CO 80033

mailbox5280apc@gmail.com
+1 3039945007



Mark

Bill to

Mark
11455 Washington St.
Northglenn, Co. 80233

Ship to

Mark
11455 Washington St.
Northglenn, Co. 80233

Estimate details

Estimate no.: 1087
Estimate date: 04/25/2023

	Product or service	Amount
1.	Crack Patching Mill designated areas at 1 1/2" to 2" depth. After milling is completed, Area is cleaned and tack binder is applied to the entire area to secure bonding between the new material and the pre-existing material. 1 1/2" to 2" of new asphalt is applied evenly over milled area. (Approx 183 lf).	\$4,600.00
2.	Asphalt Infrared Repair "RECOMMENDED" Infrared areas are heated and old asphalt is scrambled and excess material is removed to fix flaws like potholes, oily areas, drainage issues, ..sinkholes or any other imperfections in the asphalt. After spreading asphalt on areas to correct the issues, Roller compaction is applied to secure bonding. (Approx 82 infrared heats	\$10,400.00
3.	Stripe/Restripe Provide New Restriping (matching existing layout and colors) Lines, HC, HM, (Exclude concrete Areas,Curb, Stairs, Safety Bollard,) (1) day project. (Approx 82 lines, 3 Handy cap spaces, and 3 Hash marks	\$1,000.00
4.	Scheduling We cannot schedule a job until we have a signed proposal (A deposit before starting will..be required. Progress Invoicing TBD) " Asphalt Or Sealcoating requires 40 degrees or higher to be installed a contract signed in winter may be scheduled ...	\$0.00
5.	Mobilization Price includes one mobilization. EXTRA MOBILIZATIONS WILL BE ACCOUNTED FOR AND THE PRICE WILL BE ADJUSTED FOR THIS.	\$0.00
6.	Warranty **Customer is responsible for providing an adequate water supply. ..*Asphalt Patching and/or Asphalt Overlays generally will not correct drainage issues...We can not guarantee drainage with less than 2% fall. 5280 Asphalt Paving Contractors INC is not responsible for reflective cracking on overlays. We may need to match existing grades, E.G. existing asphalt, concrete, and or landscape. Drainage issues may occur. Back fill and or top soil may be needed. We can provide this service for an additional cost. No warranty against weeds/vegetation growth through new asphalt. New asphalt & Concrete / R&R (1 year Limited Warranty.	\$0.00
7.	Estimates Estimates are only good for 30 days	\$0.00

8. **Fine print**

\$0.00

All work has a 1 year warranty on workmanship and materials unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge, while crew is on site if time and materials are available. Price includes all necessary labor, material, trucking, dump fees, and barricades to complete project from start to finish. Price excludes the cost of engineering permits, bonds, inspection fees, testing, surveying, staking, utility adjustment, utility relocations, pavement markings, traffic control, sub grade prep, weather protections, irrigation locates, and landscape repair or replacement unless otherwise noted in this contract. Every effort will be made to barricade work at completion of said project. 5280 Asphalt Paving Contractors Inc. is not responsible for damage to buried phone wires, T.V. cables, electrical wires, drain pipes, utility wires, landscaping, concrete, asphalt due to cracks, scaring, marking, vandalism, tire sinking, magnesium chloride and/ or any de-icing agents. 5280 Asphalt Paving Contractors Inc. is not responsible for cracking outside control joints due to shrinking of concrete, magnesium chloride and/ or any de-icing agents. We are not responsible for asphalt/ concrete failures due to unstable sub grade and/ or frost that is either beneath or adjacent to our work. If unstable sub grade conditions are encountered 5280 Asphalt Paving Contractors Inc. will make every effort to bring it to the attention of the homeowners and/ or their representative(s) so a final solution to the issue may be determined. If weed kill / sterilant is a part of this contract it will be applied with diligence and every effort will be made, but warrant is impossible. 5280 Asphalt Paving Contractors Inc. cannot guarantee drainage on existing or proposed areas that are less than 2% slope. All proposals are subject to final approval by management. 5280 Asphalt Paving Contractors Inc. reserves the right to withdraw this proposal anytime if guidelines are not accepted / met. In the event the amount of the contract is not paid within a day from completion, the account shall be in default. The acceptor of this agreement, agrees to indemnify the contractor harmless from any cost of expenses incurred in the collection of the defaulted account

Total

\$16,000.00